

SOLICITORS
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VOLUME VII

SOLICITORS OFFICE MANUAL

Edited by

SIR T. CATO WORSFOLD, Bt.

M.A., LL.D., D.L., J.P.

Solicitor of the Supreme Court

VOLUME VII
FORMS AND PRECEDENTS

THE NEW ERA PUBLISHING CO. LTD.
12 & 14 NEWTON STREET, HOLBORN, LONDON, W.C.2

FORMS AND PRECEDENTS

BY

A. H. COSWAY

AUTHOR OF
"CONVEYANCERS' NOTE-BOOK," "ABSTRACTING AND
DEDUCING TITLE," "PRACTICAL GUIDE TO THE
LAND CHARGES ACT," ETC.

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| <i>First Edition</i> | . | . | 1935 |
| <i>Reprinted</i> | . | . | 1936 |
| „ | . | . | 1938 |

PREFACE

IN this Volume an attempt has been made to collect together various Forms and Precedents used in every-day practice.

The selection has, however, been a somewhat difficult matter owing to the limited space available as against the almost innumerable Forms and Precedents available.

I have incorporated various notes for the purpose of explanation or amplification.

A. H. COSWAY.

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FORMS AND PRECEDENTS

PART I

CONVEYANCING AND GENERAL BUSINESS

AGREEMENT FOR SALE

On all sales of real property, a formal agreement for sale is advisable. The dangers, particularly from a Vendor's point of view, of an "open" contract are many, the main objection being that the Purchaser may insist on a title being given which the Vendor can only supply at great expense to himself, if he can supply it at all.

FORM OF AGREEMENT

MEMORANDUM OF AGREEMENT made this
day of 19 . Between A. B. of *etc.* (herein-
after called "the Vendor") and C. D. of *etc.*
(hereinafter called "the Purchaser") of the other
part. WHEREBY it is agreed between the parties
hereto as follows—

1. The Vendor shall sell and the Purchaser shall
purchase ALL THAT *etc.* (*parcels*).

2. The purchase money shall be the sum of
£ (£ part whereof shall be pay-
able on the signing hereof and the balance on the
completion of the purchase). The purchase shall be

completed on the day of at the
offices of Messrs. the Vendor's Solicitors.

3. The title shall commence with a [deed of
Conveyance on sale] dated the day of
19 .

4. Vacant possession of the premises shall be
given to the Purchaser on completion.

5. The [National] Conditions of Sale (
Edition) shall in all other respects apply to the
sale.

AS WITNESS etc.

*The above Form can be utilised in simple cases
in lieu of one of the recognised Forms of Conditions
of Sale.*

ENQUIRIES ON CONTRACT

Although in many offices the old practice of clearing up queries on the Contract is still done by means of marginal notes on the Contract itself or correspondence, the practice of clearing up these points by means of "Enquiries on the Contract" seems to be rapidly extending. This method has many advantages, but care should be taken to see that the Enquiries are not repeated on the Requisitions on Title.

ENQUIRIES ON DRAFT CONTRACT FOR SALE

MR. WILLIAM VENDOR

TO

MR. THOMAS PURCHASER

Re SALE OF "BLACKACRE"

Perusal and approval of the Draft Contract will be facilitated if the Vendor's Solicitor will kindly reply to the following questions—

| QUESTIONS | ANSWERS |
|---|---|
| 1. Please state full particulars of— (a) All existing tenancies, and supply copies of the leases or tenancy agreements. (b) Any claims which have been made in respect thereof. Are any future claims anticipated? (c) Any easements, rights of way, water, drainage or light or any public or private rights of any kind. (d) Any outgoings other than the usual rates and taxes. (e) Any notices affecting the premises which have been served by the Lessor, the local authority, or any other person. (f) The name and address of the local authority liable to register local land charges in respect of the property. (g) Particulars of the existing Fire Policy. | 1. (a) <i>Copy Leases sent herewith [on understanding that they form part of the Abstract of Title].</i> (b) <i>The Vendor has not received any claims and no future claims are anticipated.</i> (c) <i>The Vendor is not aware of any other than those disclosed in the Contract for Sale, but the Purchaser should inspect and the premises are sold subject to any easements or rights which may be found.</i> (d) <i>The Vendor is not aware of any.</i> (e) <i>No such notices have been served.</i> (f) <i>The A. B. Borough Council, Town Hall, Blanktown.</i> (g) <i>Policy No. X.123456 in sum of £800 in Sun Insurance Company. Annual Premium, 15s., renewable Michaelmas.</i> |
| 3. Have the roads, footpaths and sewers abutting on the property been taken over by the local authority and all charges paid? | 3. <i>The Vendor believes so, but enquiry should be made of the local authority.</i> |
| 4. Are any of the walls and fences party walls and fences? <i>Add any Queries arising on the Contract itself, etc.</i> | 4. <i>An inspection will show.</i> |

Dated this day of 19 .

(Signed) (Signed)

Purchaser's Solicitor. Vendor's Solicitor.

The above examples are, of course, given by way of illustration only, but are of typical enquiries and answers.

REQUISITIONS ON TITLE

The following examples are also given of typical Requisitions on Title. The Replies are given in the same manner as the Answers to the Enquiries on the Contract for Sale.

Specimen Requisitions

1. Is the property sold, or any part thereof, subject to any and what rights of way, water, drainage or light, or to any other easement, or to any public right of way or other public rights, or to any rights of common, profit á prendre or other rights of any kind, or to any rent charge or to any quit rent, heriot or other manorial incident, or to any liability to repair any road, sewer, drain or to any other similar liability?

2. Has any Land Charge been registered against any part of the property in respect of any equitable easement or privilege?

3. Is there any and what Land Tax, Tithe rent charge or other imposition or outgoing of any kind charged upon or payable in respect of the property sold or any part thereof?

4. Is the property sold or any part thereof subject to any and what Drainage or Land Improvement Charge, or to any charge under the Public

Health Act, 1875, and the Acts amending the same, or the Private Street Works Act, 1892, or any Local management or improvement Act, or the Agricultural Holdings Act, or to any statutory charge of any kind?

5. Has the Vendor or his agent notice or knowledge of any fact (such as a Notice served or Resolution passed by some Local Authority) of intention to pave, sewer or light the adjoining streets, or execute some other improvement or work, or a notice served by some person under some statute or an Order made by some Court of Justice which will or may subject the property sold or some part thereof or the owner or occupier thereof to some charge or liability or obligation at some future time?

6. Is the property sold or any part thereof included in or affected by any Town Planning Scheme made under the Town Planning Acts, 1909 to 1923, or otherwise?

7. Who are the Local Authorities in the district liable to register Local Land Charges in respect of the property?

8. Has any and what Local Land Charge whether general or specific been registered against the premises or any part thereof?

9. Have the road, footpath and sewers abutting on the property been taken over by the Local Authority and all charges on account thereof paid?

10. Are any Wires or Cables for Telegraph, Telephone, Electric Lighting or other purposes attached to or laid under or over the property sold or any part thereof? If so, are they so attached

or laid under some grant or irrevocable agreement, or by revocable licence or permission?

11. Are any of the boundary walls or fences party walls or fences?

12. Have the covenants and conditions affecting the premises been duly observed and performed?

13. Has any Land Charge been registered in respect of any restrictive covenant or agreement affecting the property or any part thereof?

14. The receipts for all outgoings payable by the Vendor must be produced up to the time of completion and anything outstanding allowed for.

15. What documents of title will be handed to the Purchaser on completion, and who will give to the Purchaser the usual acknowledgment and undertaking for the production and safe custody of those not handed over?

16. Evidence is required of the discharge of death duties payable after the death of who died prior to the 1st January, 1926, and less than twelve years ago.

17. The power of attorney dated must be filed at the Central Office and an office copy thereof supplied at the Vendor's expense, or if it relates only to the present transaction it must be handed over on completion.

Any requisitions arising on the title itself must, of course, be added, according to circumstances.

PRECEDENTS

PURCHASE DEEDS

Conveyance of Freeholds [Simple Form]

THIS CONVEYANCE is made the day of
19 BETWEEN A. B. of etc. (hereinafter called
“the Vendor”) of the one part and C. D. of etc.
(hereinafter called “the Purchaser”) of the other
part.

WHEREAS the Vendor is the estate owner in
respect of the fee simple of the premises hereby
assured free from incumbrances and has agreed
with the Purchaser for the sale thereof to him for
the sum of £ .

NOW THIS DEED WITNESSETH that in pursuance
of the said agreement and in consideration of the
sum of £ now paid by the Purchaser to the
Vendor (the receipt whereof the Vendor hereby
acknowledges) the Vendor as beneficial owner
hereby grants unto the Purchaser.

ALL THAT etc. (*parcels*).

To HOLD the same unto the Purchaser in fee
simple.

[AND it is hereby certified that the transaction
hereby effected does not form part of a larger
transaction or of a series of transactions in respect
of which the amount or value or the aggregate
amount or value of the consideration exceeds
£500.]¹

IN WITNESS etc.

¹ *This statement should be inserted in all conveyances to which it is applicable to avoid the payment of unnecessary stamp duty. (See Finance (1919-10) Act, 1910.)*

Another Form (without Recitals)

THIS CONVEYANCE made the day of
19 , BETWEEN A. B. of etc. (hereinafter called
"the Vendor") of the one part and C. D. of etc.
(hereinafter called "the Purchaser") of the other
part.

WITNESSETH that in consideration of the sum of
£ now paid to the Vendor by the Purchaser
(the receipt of which sum the Vendor hereby
acknowledges) the Vendor as beneficial owner
hereby grants unto the Purchaser.

ALL THAT etc. (*parcels*).

To HOLD the same unto the Purchaser in fee
simple.

(*If the vendor is retaining the title deeds, insert.*)

AND the Vendor hereby acknowledges the right
of the purchaser to the production of the docu-
ments mentioned in the Schedule hereto (the
possession of which is retained by the Vendor)
and to delivery of copies thereof and hereby under-
takes with the Purchaser for the safe custody of
the same documents.¹

[*Add certificate of value, if applicable.*]

IN WITNESS etc.

THE SCHEDULE before referred to.

—, 19—. Conveyance of this date made between
etc.
etc.

Assignment of Leaseholds on Purchase where there have
been previous Assignments

THIS DEED OF ASSIGNMENT made the day
of 19 , BETWEEN A. B. of etc. (hereinafter

¹ *In cases of trustee, mortgagee or other fiduciary vendors, the under-
taking for safe custody should be omitted.*

called "the Vendor") of the one part and C. D. of etc. (hereinafter called "the Purchaser") of the other part.

WHEREAS by an indenture of lease (hereinafter called "the lease") dated the day of 19 and made between E. F. of the one part and X. Y. of the other part ALL THAT (*parcels*) were demised unto the said X. Y. for the term of years from the day of 19 at the yearly rent of £ and under and subject to the covenants on the part of the Lessee and conditions therein contained. AND WHEREAS¹ under or by virtue of divers mesne assignments acts in the law and events and ultimately by a deed of assignment dated the day of 19 and made between *etc.* the premises comprised in the lease became and are now vested in the Vendor for the unexpired residue of the said term subject to the rent reserved by and conditions contained in the lease. AND WHEREAS the Vendor has agreed to sell to the Purchaser the said premises for the sum of £ .

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ now paid to the Vendor by the Purchaser (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby assigns unto the Purchaser ALL and SINGULAR the premises comprised in or demised by the lease TO HOLD the same UNTO the Purchaser henceforth for all the residue now unexpired

¹ *This recital will require to be adapted to the circumstances. If there have only been prior assignments the words "acts in the law and events" must be omitted.*

of the said time of years granted by the lease SUBJECT nevertheless to the payment of the rent reserved by and the performance and observance of the covenants on the part of the Lessee and conditions contained in the lease.

[*Add certificate of value, if applicable.*]

IN WITNESS etc.

If under the terms of the lease, the consent of the Lessor is required, this may be given either by a separate document (see following Form) or by making him a party to the assignment. The more usual method is for the consent to be given by separate document. Registration of the assignment with the Lessor may also be required. If the assignment is for valuable consideration a covenant by the Purchaser to pay the rent and perform the Lessee's covenants reserved by and contained in the lease is implied (see Law of Property Act, 1925, Section 77 (1) (c)). If there is no consideration the recital of the agreement for sale should be adapted and the parties designated as "assignor" and "assignee," the assignment being "in consideration of the covenants by the assignee hereinafter contained, the assignor," etc. An indemnity by the assignee in the following or similar form must also be inserted—

"The assignee hereby covenants with the assignor that he the assignee will from time to time pay the rent reserved by and perform and observe the lessee's covenants and conditions contained in the lease and will at all times hereafter indemnify and keep indemnified the assignor and his estate and effects from all actions proceedings costs damages expenses claims and demands for or in respect of the

non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them.”

Licence to Assign

I, the undersigned being the present Lessor of *etc.* (*parcels*) comprised in an indenture of lease dated the day 19 and made between *etc.* HEREBY CONSENT to the assignment by A. B. (*assignor*) the present Lessee of the said premises under the said lease to C. D. (*assignee*) of *etc.* for the remainder of the term granted by the said lease. PROVIDED THAT this consent shall not authorise any further or other assignment or disposition of the said premises.

AS WITNESS my hand this day of
19 .

Witness: _____ (Signed)

A licence to assign under hand only does not require to be stamped, but if under seal the stamp is 10s. By Section 144 of the Law of Property Act, 1925, no fine, or sum of money in the nature of a fine, may be extracted for a licence to assign in the absence of an express provision to the contrary in the lease. The Lessor may, however, require payment of a reasonable sum in respect of the legal and other expenses incurred by him in respect of the licence.

Assignment by Lessee of Leaseholds to Purchaser.

Lessor Joining to Grant Licence

THIS DEED OF ASSIGNMENT made the day
of 19 , BETWEEN A. B. of etc.
(hereinafter called "the Vendor") of the first part,

C. D. of etc. (hereinafter called "the Lessor") of the second part and E. F. of etc. (hereinafter called "the Purchaser") of the third part.

WHEREAS by a lease (hereinafter called "the lease") dated the day of 19 and made between the Lessor of the one part and the Vendor of the other part ALL etc. (*parcels*) were demised by the Lessor to the Vendor from the day of 19 for the term of years at the yearly rent of £ and under and subject to the covenants on the part of the Lessee and conditions therein contained and including a covenant by the Lessee not to assign¹ the said premises without the previous consent in writing of the Lessor.

AND WHEREAS the Vendor has agreed etc. (*as in previous Precedent*).

AND WHEREAS the Lessor has agreed to concur in these presents and consent to the assignment hereby made in manner hereinafter appearing.

NOW THIS DEED WITNESSETH that in pursuance etc. (*as in previous Precedent*) the Vendor as beneficial owner with the consent (hereby testified) of the Lessor hereby assigns unto the Purchaser.

ALL etc. (*parcels*).

To HOLD the same Unto the Purchaser etc. (*as in previous Precedent*).

PROVIDED ALWAYS that the licence hereinbefore granted by the Lessor shall not be deemed to authorise any further assignment of the said premises.

(*Certificate of value, if applicable.*)

IN WITNESS etc.

¹ *The words of the covenant as in the lease should be given.*

**Assignment of Leaseholds by Original Lessee to Purchaser
(Short Form—By Endorsement)**

THIS DEED OF ASSIGNMENT made the day
of 19 , BETWEEN the within named
A. B. (hereinafter called "the Vendor") of the one
part and C. D. of etc. (hereinafter called "the
Purchaser") of the other part.

WITNESSETH that in consideration of the sum of
£ now paid by the Purchaser to the Vendor
(the receipt whereof the Vendor hereby acknow-
ledges) the Vendor as beneficial owner hereby
assigns unto the Purchaser.

ALL the premises comprised in and demised by
the within written lease.¹

To HOLD the same Unto the purchaser for the
residue of the term of years granted by the
said lease subject to payment of the rent reserved
by and the performance and observance of the
covenants and conditions therein contained.

IN WITNESS etc.

**Assignment of Part of Property Comprised
in a Lease**

THIS DEED OF ASSIGNMENT is made the
day of 19 BETWEEN A. B. of etc. (herein-
after called "the Vendor") of the one part and
C. D. of etc. (hereinafter called "the Purchaser")
of the other part WHEREAS—

(1) By a Lease (hereinafter called "the Lease")
dated *etc.* and made between *etc.* the property
hereinafter assigned (together with other property)
was demised to the Vendor from the day

¹ *If the lease was granted before 1926, substitute the words "indenture of lease" for the word "lease."*

of 19 for the term of years at the yearly rent of £ subject to the reservations and covenants on the part of the Lessee and conditions therein contained.

(2) The Vendor has agreed with the Purchaser for the sale to the Purchaser of the property hereby assigned (being part of the property comprised in the Lease) for the sum of £ .

(3) It was agreed on the treaty for the said sale that the said yearly rent should be apportioned between the property hereby assigned and the property retained by the Vendor in manner hereinafter appearing.

NOW THIS DEED WITNESSETH that in consideration of the sum of £ now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby assigns unto the Purchaser ALL THAT *etc.* (being part of the property comprised in and demised by the Lease) TO HOLD the same unto the Purchaser for the residue of the term granted by the Lease subject to the payment of the proportionate part of the said yearly rent of £ hereinafter mentioned and to the covenants by the Lessee (other than that for the payment of the entire rent) and conditions contained in the Lease so far as the same relate to the property hereby assigned.

IT IS HEREBY MUTUALLY AGREED that the said yearly rent of £ reserved by the Lease shall be apportioned as follows: As to the sum of £ upon the premises hereby assigned and as to the sum of £ (being the residue of the said yearly rent of £) on the property retained by the Vendor.

THE Purchaser hereby charges the property hereby assigned with the payment of all money which may become payable by him under the covenant on his part implied in these presents by Section 77 of the Law of Property Act, 1925.

THE Vendor hereby charges the residue of the property comprised in the Lease and retained by him with the payment of all money which may become payable by him under the covenant on his part implied in these presents by Section 77 of the Law of Property Act, 1925.

THE Vendor hereby acknowledges the right of the Purchaser to production of the Lease and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

(Add certificate as to value if consideration under £500.)

IN WITNESS etc.

Conveyance by Mortgagees under Power of Sale (Concise Form)

have agreed to sell to the Purchaser the hereditaments and premises hereby conveyed at the price of £ . NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ on or before the execution of these presents to the Vendors paid by the Purchaser (the receipt whereof the Vendors hereby acknowledge) the Vendors as mortgagees hereby convey unto the Purchaser ALL etc. (*parcels*). To HOLD the same unto the Purchaser in fee simple freed and absolutely discharged from the said mortgage [AND the Vendors hereby acknowledge the right of the Purchaser to production of the documents of title mentioned in the Second Part of the said Schedule hereto and to delivery of copies thereof].

(Certificate of Value, if applicable.)

IN WITNESS etc.

THE SCHEDULE above referred to.

FIRST PART

- 19—. Conveyance of this date made between etc.
- 19—. Mortgage of this date made between etc.
- 19—. Transfer of Mortgage of this date made between etc.

SECOND PART

(Insert here particulars as above of any documents retained by the Vendors.)

Conveyance to Joint Tenants

THIS CONVEYANCE is made the day of
19 , BETWEEN A. B. of *etc.* (hereinafter
called "the Vendor") of the one part and C. D.
and E. F. of *etc.* (hereinafter called "the Pur-
chasers") of the other part. WHEREAS the Vendor
is seised of the hereditaments and premises herein-
after described and intended to be hereby conveyed
in fee simple in possession free from incumbrances
and has agreed to sell the said premises to the
Purchasers for the like estate at the price of £ .

NOW THIS DEED WITNESSETH that in pursuance
of the said agreement and in consideration of the
sum of £ now paid by the Purchasers in
equal shares to the Vendor (the receipt whereof
the Vendor hereby acknowledges) the Vendor as
Beneficial Owner hereby conveys unto the Pur-
chasers ALL THAT *etc.* (*parcels*). To HOLD the
same Unto the Purchasers in fee simple as joint
tenants legally and beneficially.¹

*(Add acknowledgment for production of Deeds and
Certificate of Value as in previous forms, if applic-
able.)*

IN WITNESS *etc.*

Conveyance by Personal Representatives

THIS CONVEYANCE is made the day of
19 , BETWEEN A. B. of *etc.* and C. D. of *etc.*
(hereinafter called "the Vendors") of the one part

¹ The words "legally and beneficially" are added to show that the Purchasers besides being legal joint tenants and as such having the statutory power of sale, are also beneficial owners of the property. It can thus be at once shown that they have the full powers of absolute owners to mortgage or deal with the property in any other way.

and E. F. of *etc.* (hereinafter called “the Purchaser”) of the other part. WHEREAS—

(1) X. Y. late of Z. in the County of _____ was at the date of his death hereinafter mentioned seised in fee simple in possession free from incumbrances of the premises hereinafter described and intended to be hereby conveyed.

(2) The said X. Y. died on the _____ day of _____ 19____, and Probate of his Will was [OR Letters of Administration to his Estate were] granted to the Vendors by the _____ Probate Registry on the _____ day of _____ 19____.

(3) The Vendors have agreed to sell the said property to the Purchaser for the sum of £____.

NOW THIS DEED WITNESSETH as follows—

1. In pursuance of the said agreement and in consideration of the sum of £_____ now paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors (who have not made any previous assent or executed any conveyance in respect of the said property) as personal representatives hereby convey unto the Purchaser.

ALL THAT *etc.* (*parcels*).

To HOLD the same unto the Purchaser in fee simple.

(*Add acknowledgment for production of Deeds, including the Probate or Letters of Administration and Certificate of Value, if applicable.*)

IN WITNESS *etc.*

A memorandum of a Conveyance by Personal Representatives should be endorsed on the Grant of Probate or Administration. The following specimen form can be utilised—

MEMORANDUM. By a Conveyance dated the
 day of 19 made between
 the within named A. B. and C. D. of the one
 part and E. F. (*purchaser*) of the other part the
 said A. B. and C. D. as personal representatives
 thereby conveyed unto the said E. F. ALL THAT
etc. (parcels).

Conveyance by Tenant for Life

THIS CONVEYANCE is made the day of
 19 , BETWEEN A. B. of *etc.* (herein-
 after called "the Vendor") of the first part C. D.
 of *etc.* and E. F. of *etc.* (hereinafter called "the
 Trustees") of the second part and G. H. of *etc.*
 (hereinafter called "the Purchaser") of the third
 part. WHEREAS—

(1) Under and by virtue of the combined operation of the deeds specified in the Schedule hereto the property hereinafter described is (with other property) vested in the Vendor as tenant for life in possession thereof and the trustees are trustees of the settlement for the purposes of the Settled Land Act, 1925.

(2) The Vendor has agreed to sell the property hereinafter described to the Purchaser at the price of £

NOW THIS DEED WITNESSETH as follows—

IN pursuance of the said agreement and in consideration of the sum of £ now paid by the Purchaser by the direction of the Vendor to the Trustees as such Trustees as aforesaid (the receipt whereof the Trustees hereby acknowledge) the Vendor in exercise of the power for this purpose conferred on him by the Settled Land Act, 1925, and

as Trustee hereby conveys unto the Purchaser. ALL THAT *etc.* (*parcels*). To HOLD the same unto the Purchaser in fee simple. AND the Trustees hereby acknowledge the right of the Purchaser to production of the documents mentioned in the Schedule hereto and to delivery of copies thereof.

(*Certificate of Value, if applicable.*)

IN WITNESS *etc.*

THE SCHEDULE before referred to.

———, 19—. Conveyance of this date made between *etc.*

———, 19—. Settlement made between *etc.*

———, 19—. Appointment of New Trustees of this date made between *etc.*

———, 19—. Vesting Deed of this date made between the Trustees of the one part and the Vendor of the other part.

Conveyance by Executors in Execution of Contract made by Testator

THIS CONVEYANCE is made the day of
19 , BETWEEN A. B. of *etc.* and
C. D. of *etc.* (hereinafter called "the Executors")
of the one part and E. F. of *etc.* (hereinafter called
"the Purchaser") of the other part.

WHEREAS X. Y. (hereinafter called "the Testator") late of in the County of
being seised for an estate in fee simple in possession
free from incumbrances of the premises hereinafter conveyed entered into a contract in writing dated the day of 19 with
the Purchaser for the sale to him of the fee simple of the said premises at the price of £ .
AND WHEREAS the Testator by his Will dated the

day of 19 appointed the
Executors to be the Executors thereof. AND
WHEREAS the Testator died on the day of
19 and his said Will was duly proved on
the day of 19 by the
Executors in the Probate Registry AND
WHEREAS the Purchaser has requested the Execu-
tors to carry into effect the said contract by
conveying and assuring the said premises to the
Purchaser in manner hereinafter appearing.

NOW THIS DEED WITNESSETH that in pursuance
of the said contract and in consideration of the
sum of £ to the Executors paid by the Pur-
chaser (the receipt whereof the Executors hereby
acknowledge) the Executors as Personal Repre-
sentatives of the Testator hereby grant unto the
Purchaser ALL THAT *etc.* (*parcels*) To HOLD the
same Unto the Purchaser in fee simple.

*(Add acknowledgment for production of Deeds and
Certificate of Value, if applicable.)*

IN WITNESS *etc.*

Conveyance by Trustee of Deed of Arrangement

THIS CONVEYANCE made the day of
19, BETWEEN A. B. of *etc.* (hereinafter called "the
Trustee") of the one part and C. D. of *etc.* (herein-
after called the "Purchaser") of the other part.

WHEREAS X. Y. (*name of debtor*) was at the date
of the deed of arrangement hereinafter recited the
estate owner of the fee simple of the premises
hereby assured free from incumbrances. AND
WHEREAS by a deed of arrangement dated the
day of 19 and made
between the said X. Y. of the one part the Trustee

Conveyance to Limited Company

THIS CONVEYANCE made the day of
19 , BETWEEN A. B. of etc. (hereinafter called
“the Vendor”) of the one part and the B.C. COM-
PANY LIMITED whose registered office is situate at
 (hereinafter called “the Company”) of
the other part.

WHEREAS the Vendor is seised of the premises hereby assured for an estate in fee simple in possession free from incumbrances. AND WHEREAS the Vendor has agreed to sell the said premises to the Company for an estate in fee simple for the sum of £ .

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ now paid to the Vendor by the Company (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby grants unto the Company. ALL THAT *etc. (parcels)*. To HOLD the same unto the Company and its assigns in fee simple.¹

(Add acknowledgment for production of Deeds, if necessary, and Certificate of Value, if applicable.)

IN WITNESS etc.

Conveyance of a Rentcharge

THIS CONVEYANCE made the day of
19 , BETWEEN A. B. of *etc.* (hereinafter called
"the Vendor") of the one part and C. D. of *etc.*
(hereinafter called "the Purchaser") of the other
part.

¹ The words "in fee simple" are usually inserted, but are not strictly necessary.

WITNESSETH that in consideration of the sum of £ now paid to the Vendor by the Purchaser (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby grants unto the Purchaser ALL THAT the perpetual yearly rentcharge of £ created by a deed dated the day of 19 and made between etc. and issuing out of all that *etc.* (*parcels as in deed of grant*) and all future payments thereof and all powers and remedies for the recovery thereof and the benefit of all covenants conditions and provisions contained in the said deed by which the said rentcharge was created and on the part of the (*grantor*) to be observed and performed. To HOLD the same unto the Purchaser in fee simple.

(Certificate of Value, if applicable.)

IN WITNESS etc.

**Conveyance by Joint Tenants of Premises Purchased by
them since 1925**

THIS CONVEYANCE made the day of
19 , BETWEEN A. B. of *etc.* and C. D. of *etc.*
(hereinafter called "the Vendors") of the one part
and E. F. of *etc.* (hereinafter called "the Purchaser") of the other part.

WHEREAS by a Conveyance dated the day
of 19 and made between X. Y. of the
one part and the Vendors of the other part the
premises hereby assured were conveyed to the Vendors as joint tenants in fee simple upon trust for sale as therein mentioned AND WHEREAS the Vendors as trustees of the said conveyance and in

exercise of the trust for sale therein contained have agreed with the Purchaser for the sale to him of the estate in fee simple of the said premises at the price of £ .

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ now paid to the Vendors by the Purchaser (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Purchaser ALL THAT *etc.* (*parcels*). To HOLD the same Unto the Purchaser in fee simple.

(Add Certificate of Value, if applicable.)

IN WITNESS, *etc.*

A Purchaser of a legal estate from trustees for sale is not concerned with the trusts affecting the proceeds of sale of land subject to a trust for sale or affecting the rents and profits of the land until sale, whether or not the trusts are declared by the same instrument by which the trust for sale is created (Law of Property Act, 1925, Section 27 (1)).

Assignment of Leaseholds by Executors

THIS ASSIGNMENT is made the day of 19 , BETWEEN A. B. of *etc.* and C. D. of *etc.* (hereinafter called "the Vendors") of the one part and E. F. of *etc.* (hereinafter called "the Purchaser") of the other part.

WHEREAS by a Lease (hereinafter called "the Lease") dated the day of 19 and made between *etc.* the premises hereinafter described were demised for the term of years from the day of 19 at the yearly rent of £ and subject to the performance

and observance of the Lessee's covenants and the conditions therein contained.

AND WHEREAS by virtue of divers mesne assurances acts in the law and events and ultimately by an assignment dated the day of 19 and made between *etc.* the said premises were assigned for all the residue then unexpired of the said term to X. Y. (*testator*) (hereinafter called "the Testator").

AND WHEREAS the Testator died on the day of 19 having by his Will dated the day of 19 appointed the Vendors to be executors thereof who duly proved the same in the Probate Registry on the day of 19 .

AND WHEREAS the said premises were vested in possession in the Testator at the date of his death for all the residue then unexpired of the said term.

AND WHEREAS the Vendors have not given or made any assent or assignment in respect of the legal estate in or affecting the said premises or any part thereof.

AND WHEREAS the Vendors as the personal representatives of the Testator have agreed with the Purchaser for the sale to him of the said premises for all the residue unexpired of the said term at the price of £ .

NOW THIS DEED WITNESSETH as follows—

1. In pursuance of the said agreement and in consideration of the sum of £ now paid to the Vendors by the Purchaser (the receipt whereof the Vendors hereby acknowledge) the Vendors as personal representatives and in exercise of their statutory power in that behalf and of all other

powers hereunto them enabling hereby assign unto the Purchaser ALL the premises comprised in and demised by the Lease To HOLD the same unto the Purchaser for the unexpired residue of the term thereby created subject henceforth to the payment of the rent reserved by and the performance and observance of the covenants on the Lessee's part and the conditions contained in the Lease.

[2.¹ The Purchaser hereby covenants with the Vendors during the continuance of the said term to pay the rent reserved by and to perform and observe the covenants and conditions contained in the Lease and on the Lessee's part to be performed and observed and to keep indemnified the Vendors and the estate of the testator against all actions proceedings claims and demands whatsoever in respect of the said rent and covenants relating thereto.]

3. The Vendors hereby acknowledge the right of the Purchaser to production of the documents of title specified in the Schedule hereto and to delivery of copies thereof.

(4. *Certificate of Value, if applicable.*)

IN WITNESS etc.

THE SCHEDULE above referred to.

(Insert here particulars, as in previous Precedents, of any documents retained by the Vendors. The Probate must be included.)

A memorandum of the assignment must be endorsed on the grant at the cost of the deceased's estate. The assignment must be executed by all parties. The above form can be adapted where the Vendors are administrators.

¹ This covenant may be omitted and the implied covenants in Section 77 (1) (c) of the Law of Property Act, 1925, relied on.

(Summary Case under Bankruptcy Act, 1914, Section 129)

WHEREAS by an indenture of lease (hereinafter called "the Lease" dated the day of 19 and made between L. M. (*lessor*) of the one part and the said X. Y. of the other part ALL (*parcels*) were demised unto the said X. Y. (therein called "the Lessee") for the term of years from the day of 19 at the yearly rent of £ and under and subject to the covenants on the Lessee's part and conditions therein contained. AND WHEREAS by an Order of the County Court holden at in bankruptcy dated the day of 19 the said X. Y. was adjudicated a bankrupt. AND WHEREAS by another Order of the said Court dated the day of 19 it was ordered that the estate of the Lessee be administered in a summary manner in pursuance of Section 129 of the Bankruptcy Act, 1914, and the Vendor as such Official Receiver as aforesaid became and still is trustee of the estate and effects of the Lessee. AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the said premises for the residue of the said term at the price of £ .

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ this day paid to the Vendor by the Purchaser (the receipt whereof the Vendor hereby acknowledges) the Vendor as trustee hereby assigns unto the Purchaser ALL THAT *etc.* (*parcels*). To HOLD the same Unto the Purchaser for the residue of the said term of years at the rent and subject to the covenants and conditions in the said lease reserved and contained and henceforth to be paid performed and observed.¹

(Certificate of Value, if applicable.)

IN WITNESS *etc.*

**Conveyance of Freeholds by Mortgagor and Mortgagee
(Mortgage created after 1925 by Charge by way of
Legal Mortgage)**

THIS CONVEYANCE made the day of 19 , BETWEEN A. B. of *etc.* (hereinafter called "the Vendor") of the first part, C. D. of *etc.* (hereinafter called "the Mortgagee") of the second part and E. F. of *etc.* (hereinafter called "the Purchaser") of the third part.

WHEREAS the Vendor is the estate owner in respect of the fee simple of the premises hereby assured subject only to a charge dated the day of 19 and made between the Mortgagor of the one part and the Mortgagee of the other part and expressed to be by way of legal mortgage for securing payment to the Mortgagee

¹ *In this case the usual covenant for indemnity against the covenants and conditions of the lease is not required, as the trustee is not liable thereon. A trustee in bankruptcy does not require a licence to assign. (See Re Riggs, [1901] 2 K.B. 16.) A licence is, however, required on a sale by a liquidator under a voluntary liquidation. (See Cohen v. Popular Restaurants, Ltd., [1917] 1 K.B. 480.)*

of the sum of £ with interest thereon as therein mentioned.

AND WHEREAS the said sum of £ still remains (*or*, the principal sum of £ only remains) owing to the Mortgagee upon the security of the said charge all interest thereon having been paid up to the date of these presents.

AND WHEREAS the Vendor as such estate owner as aforesaid has agreed with the Purchaser for the sale to him of the said premises free from incumbrances for the sum of £ .

AND WHEREAS it has been agreed that the said sum of £ shall be paid to the Mortgagee out of the said purchase money and that he shall join in these presents in manner hereinafter appearing (*or*, that the said purchase money shall be paid to the Mortgagee in part discharge of the mortgage debt owing to him as aforesaid)

(*or*, that the sum of £ part of the said purchase money shall be paid to the Mortgagee in part discharge of the mortgage debt owing to him as aforesaid)

(*or*, the Mortgagee having other sufficient security for the principal moneys and interest owing to him under the said mortgage has agreed that the whole of the said purchase money shall be paid to the Vendor and that he shall join in these presents in manner hereinafter appearing).

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ now paid by the Purchaser at the request of the Vendor in manner following that is to say the sum of £ part thereof to the Mortgagee in full discharge of the moneys owing to him

under the said charge (the receipt whereof the Mortgagee hereby acknowledges) and the sum of £ residue thereof to the Vendor (the receipt and payment in manner aforesaid of which respective sums making together the said purchase money of £ the Vendor hereby acknowledges)

(*or*, the said sum of £ now paid by the Purchaser at the request of the Vendor to the Mortgagee in part discharge of the moneys owing to him under the said charge (the receipt whereof the Mortgagee and the payment whereof in manner aforesaid the Vendor hereby respectively acknowledge)

the Vendor as beneficial owner hereby grants and the Mortgagee as Mortgagee by the direction of the Vendor hereby grants and releases unto the Purchaser.

ALL THAT etc. (*parcels*).

To HOLD the same unto the Purchaser in fee simple discharged from all principal moneys and interest secured by and from all claims and demands under the said charge.

(*Add acknowledgment by Mortgagee and undertaking by Vendor, if applicable, and Certificate of Value.*)

IN WITNESS etc.

MORTGAGES AND CHARGES

Statutory Charge by Way of Legal Mortgage (Freeholds)

THIS LEGAL CHARGE made by way of Statutory Mortgage the day of 19 ,
BETWEEN A. B. of etc. of the one part and C. D.
of etc. of the other part WITNESSETH that in

consideration of the sum of £ now paid to A. B. by C. D. of which sum A. B. acknowledges the receipt A. B. as mortgagor and as beneficial owner hereby charges by way of legal mortgage ALL THAT *etc.* with the payment to C. D. on the day of 19 of the principal sum of £ as the mortgage money with interest thereon at the rate of £ per centum per annum.

IN WITNESS *etc.*

The above Form is that given in the Fourth Schedule to the Law of Property Act, 1925, and while it is extremely simple and enables the statutory forms of transfer also given in the Schedule (which do not operate for mortgages not in the statutory form) to be utilised, the form of charge itself seems only suitable for small or temporary loans. Covenants for the payment of principal and interest and for the discharge of the mortgage on payment off are implied. (See Law of Property Act, 1925, Section 117 (2).)

Mortgage by Demise (Freeholds)

(Common Form)

THIS MORTGAGE is made the day of 19 , BETWEEN A. B. of *etc.* (hereinafter called "the Borrower") of the one part and C. D. of *etc.* (hereinafter called "the Lender") of the other part.

WHEREAS the Borrower is seised in fee simple free from incumbrances of the freehold hereditaments hereinafter described AND WHEREAS the Lender has agreed to lend to the Borrower the sum of £ upon having the repayment thereof with interest thereon secured in manner

hereinafter appearing NOW THIS DEED WITNESSETH as follows—

1. IN consideration of the sum of £ this day paid to the Borrower by the Lender (the receipt whereof the Borrower hereby acknowledges) the Borrower hereby covenants with the Lender that he will pay to the Lender on the day of next the sum of £ with interest thereon from the date hereof at the rate of £ per centum per annum And also so long after that date as any principal money remains due under these presents will pay to the Lender interest thereon at the rate aforesaid by equal half-yearly payments on the day of and the day of in each year.

2. FOR the consideration aforesaid the Borrower as Beneficial Owner hereby demises unto the Lender ALL THAT *etc.* (*parcels*). To HOLD the said premises unto the Lender for the term of 3000 years from the date hereof without impeachment of waste subject to the proviso for cesser hereinafter contained.

3. PROVIDED always that if the Borrower shall on the day of next pay to the Lender the said sum of £ with interest thereon from the date hereof at the rate of £ per centum per annum the term hereby created shall cease.

4. THE Borrower hereby further covenants with the Lender—

(1) That the Borrower will at all times during the continuance of this security keep the buildings and premises comprised herein insured against loss or damage by fire to the full value

thereof in the joint names of the Borrower and the Lender in some responsible office to be approved of in writing by the Lender from time to time and in particular will pay and discharge all premiums in respect of such insurance and will on demand deliver to the Lender or to the Agent of the Lender for the time being the Policy of such Insurance and the Receipt for every Premium payable in respect thereof. And if the Borrower shall fail to perform any of his obligations under this clause and if the Lender shall thereupon insure the said premises then and in such case the amount or amounts paid in respect of such insurance and also all sums which shall be paid by the Lender in effecting any necessary repairs to the said premises (which he shall in his absolute discretion be at liberty to do) together with interest thereon at the rate aforesaid computed from the time or respective times of payment of the same shall be repaid to the Lender by the Borrower on demand and until such repayment shall together with interest thereon at the rate aforesaid be a charge on the said hereditaments and premises.

(2) That the Borrower will at all times during the continuance of this security keep the said buildings and premises in good substantial and thorough repair and condition to the satisfaction and according to the requirements of the Lender or the Surveyor for the time being of the Lender.

(3) That so long as any money remains owing on this security the Borrower will not cause or permit any person to be registered under the

Land Registration Act, 1925, or any substituted statutory provision as the proprietor of the property hereby mortgaged or any part thereof without the consent in writing of the Lender and that if the Lender shall enter any caution against any such registration the costs thereby incurred by him shall be deemed to have been properly incurred by him as mortgagee.

5. PROVIDED further that—

(1) If within days after the day on which any half-yearly payment of interest ought to be made the Borrower having complied with all his obligations hereunder (other than those relating to the payment of principal money and interest) shall pay to the Lender one half-year's interest on the said sum of £ at the rate of £ per centum per annum the Lender will accept such payment in satisfaction of a payment of interest at the higher rate hereinbefore mentioned.

(2) The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases given by any Statute in that behalf except with the consent in writing of the Lender but no intending lessee shall be concerned to inquire as to such consent.

(3) Section 93 of the Law of Property Act, 1925 (restricting the Lender's right of consolidation), shall not apply to this security.

6. THE Borrower hereby attorns and becomes tenant at will to the Lender of the premises hereby mortgaged at a peppercorn rent during the continuance of this security but nothing in this clause

contained shall prevent the Lender from at any time entering on and taking possession of the said premises and so determining the tenancy hereby created but neither the tenancy hereby created nor the receipt of the said rent shall render the Lender liable as Mortgagee in possession.

7. WHERE the context permits the expressions "the Borrower" and "the Lender" include the persons deriving title under the Borrower and the Lender respectively.

IN WITNESS etc.

Legal Charge by Way of Mortgage

THIS LEGAL CHARGE is made the day of 19 BETWEEN A. B. of *etc.* (hereinafter called "the Borrower") of the one part and C. D. of *etc.* (hereinafter called "the Mortgagee") of the other part WHEREAS—

(1) The Borrower is the owner in fee simple in possession free from incumbrances of the property hereinafter described (or, if leasehold "the Borrower is possessed of the property hereinafter described for the residue of the term of years created by a Lease dated *etc.*).

(2) The Borrower has requested the Mortgagee to lend to him the sum of £ which the Mortgagee has agreed to do on having the repayment thereof with interest secured in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows—

1. In pursuance of the said agreement and in consideration of the sum of £ now paid by the Mortgagee to the Borrower (the receipt whereof

the Borrower hereby acknowledges) the Borrower hereby covenants with the Mortgagee to pay to the Mortgagee the sum of £ on the day of next Together with interest thereon computed from the date hereof at the rate of £ per cent per annum And also so long after that day as any principal money remains due under this deed to pay interest thereon at the same rate by equal half-yearly payments on the day of and the day of in every year.

2. For the consideration aforesaid the Borrower as Beneficial Owner hereby charges by way of legal mortgage ALL THAT *etc.* with the payment to the Mortgagee of the principal money interest and other money hereby covenanted to be paid by the Borrower.

3. The Borrower hereby covenants with the Mortgagee that the Borrower will at all times during the continuance of this security keep all buildings on the premises in good and substantial repair and fully insured against loss or damage by fire in some Insurance Office to be nominated by the Mortgagee in the joint names of the Borrower and the Mortgagee and will duly pay all premiums in respect of such insurance and on demand produce to the Mortgagee the Policy of such insurance and the receipt for every such premium.

(Any further clauses necessary must be added to this form.)

IN WITNESS *etc.*

TRANSFERS OF MORTGAGE

(Freeholds—Endorsed Deed—Mortgagor not Party)

THIS TRANSFER OF MORTGAGE made the day of 19 , BETWEEN the within-named A. B. (hereinafter called “the Mortgagee”) of the one part and C. D. of *etc.* (hereinafter called “the Transferee”) of the other part. WHEREAS the principal sum of £ with interest thereon from the day of 19 is now owing to the Mortgagee on the security of the within written mortgage. AND WHEREAS the Transferee has agreed to pay to the Mortgagee the said sum of £ and the sum of £ being the amount of the interest so owing as aforesaid making together the sum of £ upon having such transfer as is hereinafter contained of the said principal sum and interest and the securities for the same. Now THIS DEED WITNESSETH and it is hereby agreed and declared as follows—

IN pursuance of the said agreement and in consideration of the said sum of £ now paid to the Mortgagee by the Transferee (the receipt whereof the Mortgagee hereby acknowledges) the Mortgagee as Mortgagee hereby conveys and transfers to the Transferee the benefit of the within written mortgage.

IN WITNESS *etc.*

Another Form—

Mortgage before 1926—Mortgagor not Party

THIS TRANSFER OF MORTGAGE made the day of 19 , BETWEEN A. B. of *etc.* (hereinafter called “the Mortgagee”) of the one

part and C. D. of *etc.* (hereinafter called "the Transferee") of the other part. WHEREAS by a mortgage (hereinafter called "the Mortgage") dated the day of 19 and made between X. Y. (*mortgagor*) of the one part and the Mortgagee of the other part the hereditaments and premises therein mentioned were conveyed to the Mortgagee in fee simple for securing the repayment to him of the sum of £ with interest thereon as therein mentioned. AND WHEREAS by virtue of the transitional provisions of the Law of Property Act, 1925, the said hereditaments are now vested in the Mortgagee for a term of 3000 years from the commencement of the said Act without impeachment of waste but subject to a provision for cesser corresponding to the right of redemption which at such commencement was subsisting with respect to the fee simple of the said hereditaments and premises. AND WHEREAS the Transferee has agreed to pay to the Mortgagee the said sum of £ upon having the repayment thereof with interest secured by such transfer as is hereinafter contained. NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ to the Mortgagee paid by the Transferee (the receipt whereof the Mortgagee hereby acknowledges) the Mortgagee as Mortgagee hereby conveys and transfers to the Transferee the benefit of the Mortgage.

IN WITNESS *etc.*

Another Form—

Endorsed Deed—Mortgagor Joining

THIS TRANSFER OF MORTGAGE made the day of 19 , BETWEEN the within named A. B. (*mortgagee*) (hereinafter called “the Mortgagee”) of the first part the within named C. D. (*mortgagor*) of the second part and E. F. of *etc.* (hereinafter called “the Transferee”) of the third part. WHEREAS the within mentioned sum of £ still remains owing to the Mortgagee on the security of the within written Mortgage all interest thereon having been paid up to the date hereof. AND WHEREAS the Transferee has agreed to pay to the Mortgagee the said sum of £ upon having such transfer thereof and the securities for the same as is hereinafter contained. NOW THIS DEED WITNESSETH and it is hereby declared as follows—

1. In pursuance of the said agreement and in consideration of the sum of £ now paid by the Transferee to the Mortgagee (the receipt whereof the Mortgagee hereby acknowledges) the Mortgagee as Mortgagee and at the request of the Mortgagor hereby conveys and transfers to the Transferee the benefit of the within written Mortgage.

2. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor hereby covenants with the Transferee to pay to him on the day of next the said sum of £ with interest thereon in the meantime at the rate of £ per centum per annum and also so long as any principal money shall remain owing on the security of the said

Mortgage and this Transfer to pay to the Transferee interest thereon at the same rate by equal half-yearly payments on the day of and the day of in every year.

IN WITNESS etc.

Another Form—

Leaseholds—Mortgagor not Party

THIS TRANSFER OF MORTGAGE made the day of 19 , BETWEEN A. B. (*mortgagee*) of *etc.* (hereinafter called “the Mortgagee”) of the one part and C. D. of *etc.* (hereinafter called “the Transferee”) of the other part.

SUPPLEMENTAL to a Mortgage (hereinafter called “the Mortgage”) dated the day of 19 and made between X. Y. (*mortgagor*) of the one part and the Mortgagee of the other part whereby the leasehold premises therein mentioned were demised to the Mortgagee by way of mortgage for securing payment to the Mortgagee of the principal sum of £ and interest thereon as therein mentioned.

WHEREAS the said principal sum of £ still remains due and owing to the Mortgagee on the security of the Mortgage but all interest thereon has been paid up to the date of these presents.

AND WHEREAS the Transferee has agreed to pay to the Mortgagee the said sum of £ upon having such transfer as is hereinafter contained.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ now paid to the Mortgagee by the

Transferee (the receipt of which sum the Mortgagee hereby acknowledges) the Mortgagee as Mortgagee hereby conveys and transfers unto the Transferee the benefit of the Mortgage.

IN WITNESS etc.

**Transfer of Mortgage by Personal Representatives of
Deceased Mortgagee**

THIS TRANSFER OF MORTGAGE made the day of 19 , BETWEEN A. B. of *etc.* and C. D. of *etc.* (hereinafter called "the Transferors") of the one part and E. F. of *etc.* (hereinafter called "the Transferee") of the other part.

SUPPLEMENTAL to a Mortgage (hereinafter called "the Mortgage") dated the day of 19 and made between L. M. (*mortgagor*) of the one part and N. O. (*deceased mortgagee*) of the other part whereby the hereditaments and premises therein mentioned were conveyed to the said N. O. by way of mortgage for securing the repayment to the said N. O. of the sum of £ together with interest thereon as therein mentioned.

WHEREAS the said N. O. died on the day of 19 having by his Will dated the day of 19 appointed the Transferors executors thereof who duly proved the same in the Probate Registry on the day of 19 .

AND WHEREAS the principal sum of £ still remains due and owing on the security of the Mortgage but all interest thereon has been paid up to the date of these presents.

AND WHEREAS the Transferee has agreed to pay to the Transferors the sum of £ upon having the repayment thereof with interest secured by such Transfer as is hereinafter contained.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ now paid by the Transferee to the Transferors (the receipt whereof the Transferors hereby acknowledge) the Transferors as Mortgagees hereby convey and transfer to the Transferee the benefit of the Mortgage.

IN WITNESS etc.

Notice of Transfer of Mortgage

To (*mortgagor*)

I HEREBY GIVE YOU NOTICE that by a Transfer of Mortgage dated the day of 19 and made between (*transferor*) of the one part and myself the undersigned (*transferee*) of the other part the principal sum of £ owing to the said (*transferor*) on the security of a mortgage dated the day of of (*property*) together with all interest due and to become due thereon and all securities for the same has been transferred to me [absolutely] And I accordingly require that all payments of principal and interest shall in future be made to me.

Dated the day of 19 .
(Signed)

The above Form can be adapted where the notice is given by the solicitor to the Transferee.

FURTHER CHARGES

Endorsed Deed

THIS FURTHER CHARGE made the day of
 19 , BETWEEN the within named A. B.
 (*mortgagor*) of the one part and the within named
 C. D. (*mortgagee*) of the other part WITNESSETH as
 follows—

1. In consideration of the sum of £ now paid
 to the Mortgagor by the Mortgagee (the receipt
 whereof the Mortgagor hereby acknowledges) the
 Mortgagor hereby covenants with the Mortgagee
 to pay to him on the day of next
 the said sum of £ and interest thereon in the
 meantime at the rate of £ per centum per
 annum AND ALSO so long as any principal money
 shall remain due under this security to pay to him
 interest thereon at the rate aforesaid by equal
 half-yearly payments on the day of
 and the day of in every year.

2. For the consideration aforesaid the Mortgagor
 as beneficial owner hereby declares that all the
 hereditaments and premises comprised in the
 within written deed shall stand charged with the
 payment to the Mortgagee of the said sum of £
 and the interest thereon hereby covenanted to be
 paid as well as the sum of £ and interest secured
 by the within written Mortgage.

IN WITNESS etc.

Supplemental Deed

THIS FURTHER CHARGE made the day of
 19 , BETWEEN A. B. of *etc.* (hereinafter called
 “the Mortgagor”) of the one part and C. D. of *etc.*
 (hereinafter called “the Mortgagee”) of the other

part. SUPPLEMENTAL to a Mortgage (hereinafter called "the Mortgage") dated the day of 19 and made between the same parties as the parties hereto for securing the sum of £ and interest thereon at the rate of £ per centum per annum on lands and premises situate at in the County of particularly described in the Mortgage WITNESSETH as follows—

1. In consideration of the further sum of £ now paid to the Mortgagor by the Mortgagee (the receipt whereof the Mortgagor hereby acknowledges) the Mortgagor hereby covenants with the Mortgagee to pay to him on the day of next the said sum of £ with interest thereon in the meantime at the rate of £ per centum per annum and also so long as any principal money remains due under this security to pay to the Mortgagee interest thereon at the rate aforesaid by equal half-yearly payments on the day of and the day of in every year.

2. For the consideration aforesaid the Mortgagor as beneficial owner hereby declares that all the hereditaments and premises comprised in the Mortgage shall stand charged with the payment to the Mortgagee of the said sum of £ and the interest thereon hereinbefore covenanted to be paid as well as the sum of £ and interest secured by the Mortgage.

IN WITNESS etc.

**Deed Reducing Rate of Mortgage Interest
Endorsed Deed**

THIS DEED made the day of 19 ,
BETWEEN the within-named A. B. (hereinafter

called "the Mortgagor") of the one part and the within-named C. D. (hereinafter called "the Mortgagee") of the other part.

WHEREAS the within-mentioned principal sum of £ still remains due and owing on the security of the within-written Mortgage but all interest has been paid up to the date of these presents.

AND WHEREAS it has been agreed that the rate of interest secured by the within-written Mortgage shall be reduced in manner hereinafter appearing.

NOW THIS DEED WITNESSETH and it is hereby agreed and declared that if the Mortgagor his executors administrators or assigns shall on the day of next and thereafter on every half-yearly day on which interest is made payable by the within-written Mortgage or within days next thereafter pay to the Mortgagee interest on the principal sum for the time being remaining unpaid at the rate of £ per cent per annum then the Mortgagee shall accept interest at such rate in lieu of interest at the rate of £ per centum per annum made payable by the within-written Mortgage but in all other respects the within-written Mortgage shall remain unaffected by these presents.

IN WITNESS etc.

NOTICES AS TO MORTGAGES

Notice by Mortgagor to Mortgagee to produce Title Deeds
for Inspection

I the undersigned of HEREBY
GIVE YOU NOTICE and require you to produce for
examination and inspection to on the

day of next at the
 several title deeds and writings relating to property
 situate at now in mortgage from me to
 you by a certain Mortgage dated the day of
 19 and made between myself of the one
 part and yourself of the other part and I hereby
 request you to permit the said to
 make and take such copies of or extracts from the
 said title deeds and writings as the said
 may require. And I hereby undertake and agree
 to pay your reasonable costs and charges for so
 doing.

AS WITNESS my hand this day of
 19 .

(Signed)

**Notice of Intention to Pay Off Mortgage with Six Months'
 Interest in Lieu of Notice**

To (*mortgagee*) of

I HEREBY GIVE YOU NOTICE that I intend forth-
 with to pay off all principal moneys and interest
 secured by a Mortgage to [you] dated the
 day of of certain premises situate at
 and that I intend to pay you six months' interest
 in lieu of notice.

Dated the day of 19 .

(Signature)

Notice of Intention to Pay Off Mortgage

To (*mortgagee*) of

I HEREBY GIVE YOU NOTICE that I intend on
 the day of [or at the expiration of
 six calendar months from the date hereof] to pay

off all principal moneys and interest secured by a
Mortgage to [you] dated the day of
of certain property situate at .

Dated the day of 19 .

(Signature)

**Notice by Mortgagor's Solicitor of Intention to Pay Off
Principal and Interest**

To (*mortgagee*) of

AS SOLICITOR for and on behalf of (*mortgagor*) of
in the county of I HEREBY GIVE
YOU NOTICE that the said (*mortgagor*) will at the
expiration of calendar months from the date
of this notice pay the principal sum of £ now
due and owing by him to you on the security of a
certain Mortgage dated the day of
made between him the said (*mortgagor*) of the one
part and you the said (*mortgagee*) of the other part
[or, if the Mortgage has been transferred, say "made
between him the said (*mortgagor*) of the one part
and (*original mortgagee*) of the other part and now
vested in you by virtue of a certain deed of Trans-
fer of such Mortgage dated the day of
19 "] together with all interest which shall then
be due thereon.

Dated this day of 19 .

(Signature)

(Address)

I acknowledge to have received a notice of which
the above is a true copy this day of
19 .

(Signature of Mortgagee)

Notice requiring Payment Off of a Mortgage

To (*mortgagor*) of

I HEREBY GIVE YOU NOTICE that I require you to pay off the principal moneys and interest owing to me on the security of a Mortgage dated the day of and made between you and [me] and that in default of such payment off for a period of three calendar months from the service of this notice on you I intend to sell the property comprised in such Mortgage or such portion thereof as I may think fit.

Dated the day of 19 .
(Signed)

Notice by Second Mortgagee to First Mortgagee

To (*first mortgagee*) of

I HEREBY GIVE YOU NOTICE that by a Mortgage dated the day of and made between (*mortgagor*) of the one part and myself of the other part the property comprised in a Mortgage to you effected by a Mortgage dated the day of has been demised to me by way of mortgage for securing the sum of £ and interest thereon.

Dated the day of 19 .
(Signed)

Notice to Tenant to Pay Rent to Mortgagee

To (*tenant*) of

I HEREBY GIVE YOU NOTICE that by virtue of a Mortgage dated the day of I have become entitled as Mortgagee to the receipt of the rent of the premises now held by you from the said (*mortgagor*) and that I require you

to pay to me [*or to my duly authorised agent*
Mr.] all rent due and to become due in
respect of the premises.

Dated the day of 19 .

(*Signed*)

Notice to Insurance Company of Mortgage of Life Policy

To (*insurance company*) of

I HEREBY GIVE YOU NOTICE that by a Mortgage dated the day of 19 and made between (*mortgagor*) of of the one part and myself of of the other part the policy of life assurance effected with your [*society*] by the said (*mortgagor*) for the sum of £ and numbered and all moneys to become payable thereunder have been assigned by the said (*mortgagor*) to me absolutely by way of mortgage And I request you to give me a written acknowledgment of the receipt by you of this notice.

Dated the day of 19 .

(*Signed*)

Notice to Executors of Mortgage of a Legacy

To (*executors*) of the executors and trustees
of the Will of deceased.

I HEREBY GIVE YOU NOTICE that by a deed of Assignment dated the day of 19 and made between (*legatee*) of in the County of of the one part and myself of in the County of of the other part the said (*legatee*) has assigned to me his legacy of £ [*or all his share in the residuary estate under*

the will of the above-named testator] by way of mortgage as therein mentioned.

Dated the day of 19 .
(Signed)

Notice to Mortgagor to Pay Premium on Policy

To (*mortgagor*)

I HEREBY GIVE YOU NOTICE that unless the premium payable in respect of the policy referred to in the Mortgage from you to myself dated is paid on or before day next the instant it is my intention to pay such premium and to add the amount thereof and any costs that may be incurred to my security.

Dated the day of 19 .
(Signed)

Notice to Mortgagee by Purchaser of Equity of Redemption

To (*mortgagee*)

I HEREBY GIVE YOU NOTICE that by a Conveyance dated the day of the property comprised in a Mortgage dated the day of and made between (*mortgagor*) of the one part and yourself of the other part has been sold and conveyed to me subject to such Mortgage and to the payment of the principal moneys and interest thereby secured.

Dated the day of 19 .
(Signed)

Statutory Receipts

WE, A. B. of *etc.* and C. D. of *etc.* hereby acknowledge that we have this day of 19

received the sum of £ representing the [aggregate] [balance remaining owing in respect of the] principal money secured by the within-written Mortgage [and Further Charge] TOGETHER with all interest and costs the payment having been made by E. F. of *etc.*

IN WITNESS *etc.*

The above form follows that given in the Law of Property Act, 1925 (Third Schedule, Form 2). The stamp duty will be 6d. for every £100 or part of £100 of the total amount of the money at any time secured, and is payable only on the final discharge.

By Bank (Endorsed Deed)

WE, the within-named Bank Limited hereby acknowledge that we have this day of 19 received all money secured by the within-written Mortgage including interest commission and costs the payment having been made by A. B. of *etc.*

IN WITNESS *etc.*

In this case (assuming that the Mortgage was to secure a current account) the amount of stamp is determined by the amount of the stamp on the Mortgage, i.e. it must be stamped 6d. for every 2s. 6d. stamp on the mortgage.

By Friendly Society [Endorsed Deed]

THE TRUSTEES of the within-named Society hereby acknowledge to have received this day of 19 all money intended to be secured by the within-written Mortgage [and Further Charge]. The said money was paid by A. B. of *etc.*

AS WITNESS the hands of the Trustees and Secretary of the said Society.

(Signed)

Trustees
Secretary

A Statutory Receipt given by a Friendly Society (and Building Society) is exempt from stamp duty.

**Discharge of a Charge Registered under Land
Registration Act, 1925**

H.M. LAND REGISTRY
Land Registration Act, 1925

District

Title No.

Property

Charge No.

(Date)

I, A. B. of *etc.* (the registered proprietor of the charge) hereby admit that the Charge dated the
day of 19 of which I am the proprietor has been discharged.

(Signed) A. B.

WITNESS:

Assignment of Life Policy on Sale

THIS ASSIGNMENT made the day of
19, BETWEEN A. B. of *etc.* (hereinafter called "the Vendor") of the one part and C. D. of *etc.* (hereinafter called "the Purchaser") of the other part WITNESSETH that in consideration of the sum of £ on or before the execution hereof to the Vendor paid by the Purchaser (the receipt whereof the Vendor hereby acknowledges) the Vendor as

beneficial owner hereby assigns unto the Purchaser ALL THAT Policy of Assurance on the life of the Vendor particulars whereof are contained in the Schedule hereto And all moneys and benefits to be received by virtue thereof with power to give good receipts for all such moneys And the Vendor hereby covenants with the Purchaser that he will not do or suffer any act or thing whereby the said policy may be avoided or the premium thereon increased and will if he shall do any such act indemnify the Purchaser his executors administrators or assigns from the consequences thereof and pay such additional premium [And it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the transaction exceeds £500.]

IN WITNESS etc.

THE SCHEDULE before referred to.

PARTICULARS OF POLICY

| Date | Number | Office | Sum Assured | Annual Premium |
|------|--------|--------|-------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Notice of the assignment must be given to the Insurance Company. A form of notice can readily be adapted from the form given on page 50.

Another Form—

(By Endorsement)

I, A. B. of *etc.*, in consideration of the sum of £ now paid to me do hereby assign unto C. D. of *etc.* his executors administrators and assigns the within Policy of Assurance and all moneys secured or to become payable thereunder and the full benefit thereof with full power to sign for and give an effectual discharge for all moneys so assured or to become payable.

(Add Certificate of Value, if applicable.)

IN WITNESS *etc.*

Assignment of Book Debts

THIS ASSIGNMENT is made the day of 19 , BETWEEN A. B. of *etc.* (hereinafter called "the Vendor") of the one part and C. D. of *etc.* (hereinafter called "the Purchaser") of the other part. WHEREAS the Vendor has for some time past carried on the business of at and it appears from his books and accounts that in the course of such business the several persons whose names and addresses are mentioned in the Schedule hereto are indebted to him in the several amounts set opposite to their respective names in the said Schedule AND WHEREAS the Vendor has agreed with the Purchaser for the absolute sale to him of the said book debts at the price or sum of £ . NOW THIS DEED WITNESSETH that in consideration of the sum of £ on or before the execution of these presents to the Vendor paid by the Purchaser (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial owner

hereby assigns unto the Purchaser ALL and singular the book debts and sums of money owing to the Vendor particulars whereof are contained in the Schedule hereto To have receive and take the same by the Purchaser absolutely.

(Certificate of Value, if applicable.)

IN WITNESS etc.

THE SCHEDULE above referred to.

| Name of Debtor | Address | Amount of Debt |
|----------------|---------|----------------|
| | | £ s. d. |
| | | |
| | | |
| | | |

An assignment of book debts need not be registered as a Bill of Sale. Written notice of the assignment must be given to each of the debtors.

Notice of Assignment of Book Debt

To *(the debtor)*

TAKE NOTICE that by an assignment dated the day of 19 and made between A. B. of etc. of the one part and myself of the other part a certain debt or sum of money amounting to £ due from you to the said A. B. on simple contract has in consideration of the sum of £ been assigned and transferred by the said A. B. to me my executors administrators and assigns AND I give you further notice to pay the said sum of £

and all interest to become due thereon from (*date of assignment*) to me or as I shall direct.

Dated this day of 19 .

(Signed) C. D.

(Full address)

Assignment on Sale of Legacy

THIS ASSIGNMENT made the day of
19 , BETWEEN A. B. of *etc.* (hereinafter called
“the Vendor”) of the one part and C. D. of *etc.*
(hereinafter called “the Purchaser”) of the other
part WHEREAS (*testator*) late of in the
County of by his Will dated the day
of 19 bequeathed to the Vendor a Legacy
or sum of £ and thereby appointed X. Y. the
sole executor thereof AND WHEREAS the said
[*testator*] died on the day of 19
without having revoked or altered his said Will
which was on the day of 19 duly
proved by the said X. Y. in the [Principal] Probate
Registry AND WHEREAS the said Legacy of £
to which the Vendor is entitled as aforesaid has
not been paid and the Purchaser has agreed to pur-
chase the same for the sum of £ .¹ Now THIS
DEED WITNESSETH that in pursuance of the said
agreement and in consideration of the sum of £
now paid to the Vendor by the Purchaser (the
receipt whereof the Vendor hereby acknowledges)
the Vendor as beneficial owner hereby assigns unto
the Purchaser ALL THAT the legacy or sum of £
so bequeathed to him by the said will as aforesaid

¹ The stamp will be “*ad valorem*” on the amount of the consideration. Notice of the assignment should be given to the executor (see following Form).

and all moneys to become payable in respect thereof Together with all powers and remedies for the recovery thereof To HOLD the same Unto the Purchaser his executors administrators and assigns absolutely.

IN WITNESS etc.

Notice by Purchaser of Assignment of Legacy

I the undersigned C. D. of _____ in the County of _____ HEREBY GIVE YOU NOTICE that by an Assignment dated the _____ day of _____ 19____ and made between A. B. of _____ in the County of _____ of the one part and myself of the other part the legacy of £ _____ bequeathed to the said A. B. by the will of X. Y. late of _____ in the County of _____ deceased of which you are the (*sole surviving*) executor has been assigned to me my executors administrators and assigns absolutely and I require you to pay the same to me.

Dated this _____ day of _____ 19____.

(Signed) C. D.

To Mr. E. F. (*Executor*)

Apprenticeship Deed

THIS DEED OF APPRENTICESHIP is made the _____ day of _____ 19____, BETWEEN A. B. of *etc.* [Engineer] (hereinafter called "the Master" which expression shall include his personal representatives successor or successors and such other person or persons as may from time to time hereafter carry on the said business either in co-partnership with or in succession to him them or any of them) of the first part C. D. of *etc.* (hereinafter called "the Guardian") of the second part and

E. F. Son of the said C. D. (hereinafter called "the Apprentice") of the third part WITNESSETH as follows—

1. The Apprentice having been employed by the Master since the day of 19 doth of his own free will and with the consent of the Guardian hereby bind himself apprentice to the Master from that date for a term of years or until the sooner determination thereof as hereinafter provided to learn the trade art or business of the Master.

2. The Apprentice and the Guardian as surety for the Apprentice jointly and severally covenant with the Master—

(a) That the apprentice will during the whole of the said term excepting the usual holidays and days on which the Master's business shall be at a standstill through any cause beyond the control of the Master diligently and faithfully serve the Master and to the utmost of his skill and power attend to the Master's business at such places and times as the Master or his representatives shall direct.

(b) That he will keep the Master's secrets and obey all lawful commands of the Master or his representatives and will not absent himself during the usual working hours without the Master's consent.

[(c) That the Apprentice will regularly attend the classes at the School at and diligently study the subjects applicable to the trade of the Master and will present himself for all such examinations held in connection therewith and satisfy the Master as to the subjects

taken and as to his regular attendance and study and the Guardian shall provide and pay all necessary fees required for such classes.]

(d) That he will at all times and in all things behave himself towards the Master as a good and faithful apprentice.

(e) That the Apprentice will not without the consent of the Master in writing at any time while he shall remain in the service of the Master whether as apprentice or workman on the expiration of his apprenticeship or within five years after he shall have left such service as aforesaid use follow or carry on at or within [five] miles thereof the business or trade of either in his own name or in the name or names of any other person or persons and either directly or indirectly.

3. The Guardian hereby covenants with the Master that he will at his own expense provide the Apprentice during the said term with suitable clothes good and sufficient board and lodging and medical attendance and medicines and furnish him with proper tools and materials for the purpose of instruction.

4. In consideration of such service the Master hereby covenants with the Apprentice and the Guardian as follows—

(a) That the Master will during the said term to the best of his skill and ability teach and cause to be instructed the apprentice in the art trade and business carried on by the Master.

(b) That the Master will pay the Apprentice during the said term wages at the rate and in

the manner following that is to say: On attaining the age of years the sum of per week; on attaining the age of the sum of per week; on attaining the age of the sum of per week; on attaining the age of the sum of per week; and on attaining the age of the sum of per week.

5. IT IS MUTUALLY AGREED between the parties as follows—

(a) In case of loss of time occasioned by the absence sickness or other incapacity to work of the Apprentice the Master shall have power to deduct from the wages to be paid to the Apprentice a proper amount in respect of such loss of time.

(b) If at any time the Apprentice shall wilfully absent himself from the service of the Master during business hours for a period of days consecutively or shall wilfully disobey the reasonable commands of the Master or any representative having authority over the Apprentice or is habitually idle or shall habitually neglect his duties or fail to perform the same or shall otherwise grossly misconduct himself towards the Master or other representative as aforesaid it shall be lawful for the Master to discharge the Apprentice from his service.

(c) In case of ill-health sickness or by reason of accident however caused resulting in permanent injury the Apprentice shall be unable to follow the trade or business of the Master the wages hereby agreed to be paid to the apprentice shall cease to be due or become payable and if

within of the last payment of wages to the Apprentice a duly qualified medical man shall certify that the Apprentice is permanently disabled or not likely to be able to follow his said trade or business before the expiration of from the date of such certificate then these presents shall become null and void without any further act on the part of the parties hereto but without prejudice nevertheless to the rights of the parties under these presents which shall have accrued previously to the date of the Apprentice ceasing to follow the trade or business of the Master.

IN WITNESS etc.

The basis of the above Precedent is that the Apprentice has served a probationary or trial period before the Deed is actually executed and that no Premium is to be paid. The Precedent can be adapted to cases where a Premium is to be paid or where the Apprentice enters the service of the Master on the execution of the Articles. The Clause prohibiting the Apprentice from entering the same or a competitive business after the termination of the Articles needs careful drafting, and should not be wider than is necessary for the protection of the Master.

Assignment of Apprenticeship Deed

(By Endorsement)

THIS DEED made the day of 19 ,
 BETWEEN the within-named A. B. (*Master*) of the first part, the within-named C. D. (*Apprentice*) of the second part, the within-named E. F. (*Father*) of the third part and G. H. of etc. (*New Master*) of the fourth part—

WITNESSETH that in consideration of the sum of £ now paid by the said A. B. to the said G. H. the said A. B. with the consent of the said C. D. and at the request of the said E. F. hereby assigns unto the said G. H. the within-written deed of apprenticeship and all the benefit thereof and all the right interest claim and demand of the said A. B. thereunder. To HOLD the same for the residue now unexpired of the within-mentioned term of years. AND the said E. F. hereby covenants with the said G. H. that the said C. D. will faithfully diligently and honestly serve the said G. H. as his apprentice during the residue of the said term and that he the said E. F. will perform and observe all the covenants on his part contained in the within-written deed in as full and perfect a manner as if they were repeated herein and entered into with the said G. H. AND the said G. H. hereby covenants with the said E. F. and with the said A. B. that he the said G. H. will during the remainder of the said term to the utmost of his skill and knowledge instruct the said C. D. in the trade or business of a which he the said G. H. now doth or shall hereafter practice and will perform and observe all the covenants on the part of the said A. B. contained in the within-written deed so far as the same remain to be performed and observed in as full a manner as if they were repeated herein and entered into by the said G. H. and will keep the said A. B. indemnified against the same and from all actions claims and demands in respect thereof.

IN WITNESS etc.

Bill of Sale by Way of Mortgage
(Statutory Form)

THIS BILL OF SALE made the day of
19 , BETWEEN A. B. of *etc.* (hereinafter called
“the Borrower”) of the one part and C. D. of *etc.*
(hereinafter called “the Lender”) of the other part.

WITNESSETH that in consideration of the sum of
£ now paid by the Lender to the Borrower (the
receipt of which sum the Borrower hereby acknow-
ledges) he the Borrower doth hereby assign unto
the Lender his executors administrators and
assigns.

ALL AND SINGULAR the several chattels and
things specifically described in the Schedule hereto
annexed by way of security for the payment of
the sum of £ and interest thereon at the rate
of £ per cent per annum (or *whatever else may
be the rate*).

AND the Borrower doth further agree and de-
clare that he will duly pay to the Lender the
principal sum aforesaid together with the interest
then due by equal payments of £ on the
day of and the day of (or
whatever else may be the stipulated times of payment).

AND the Borrower doth also agree that he will
(*here insert terms as to insurance, payment of rent,
or otherwise, which the parties may agree to for the
maintenance or defeasance of the security*).

PROVIDED ALWAYS that the chattels hereby
assigned shall not be liable to seizure or to be
taken possession of by the Lender for any cause
other than those specified in Section 7 of the Bills
of Sale Act (1878) Amendment Act, 1882.

IN WITNESS etc.

THE SCHEDULE

Signed and sealed by }
the said A. B. in the }
presence of me. }

A bill of sale is void unless both the address and the description of the attesting witness appear in the attestation clause, and the defect is not cured by the affidavit containing these particulars. A description must be given, even though the witness has no occupation.

Transfer of Bill of Sale¹ (By Endorsement)

THIS TRANSFER is made the day of
19 , BETWEEN the within-named C. D. (herein-
after called "the Transferor") of the one part the
within-named A. B. (hereinafter called "the Bor-
rower") of the second part and E. F. of *etc.*
(hereinafter called "the Lender") of the third
part.

WHEREAS—

(1) The within-written deed (hereinafter called
"the Bill of Sale") was duly registered as a bill of
sale on the day of 19 .

(2) The principal sum of £ secured by the
Bill of Sale still remains owing but all interest
thereon has been paid up to the date hereof.

(3) The Transferor has at the request of the
Borrower agreed to pay to the Lender the sum of
£ on having a transfer of the Bill of Sale.

NOW THIS DEED WITNESSETH that in considera-
tion of the sum of £ paid to the Transferor

¹ *A transfer of a Bill of Sale need not be registered.*

by the Lender (the receipt whereof the Transferor hereby acknowledges) the Transferor as Mortgagee hereby assigns unto the Lender.

THE principal sum of £ secured by the Bill of Sale and all interest henceforth to become due thereon and also the chattels and things comprised in the Bill of Sale.

To HOLD unto the Lender subject as to the said chattels and things to the right of redemption subsisting therein under the Bill of Sale.

IN WITNESS etc.

Affidavit on Registration of Bill of Sale

In the High Court of Justice

[King's Bench] Division.

I A. B. of *etc.* make oath and say as follows—

1. The paper writing hereto annexed and marked "A" is a true copy of a bill of sale, and of every schedule or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof as made and given and executed by .

2. The said bill of sale was made and given by the said on the day of 19 .

3. I was present and saw the said duly execute the said bill on the said day of 19 and I duly attested the execution thereof.

4. The said resides at [*state residence at time of swearing affidavit*] and is [*state occupation*].

5. The name subscribed to the said bill of sale as that of the witness attesting the due execution thereof is in the proper handwriting of me, this deponent.

6. I am a solicitor of the Supreme Court and
reside at .

7. Before the execution of the said bill of sale
by the said I fully explained to [him] [her]
the nature and effect thereof.

Sworn at in the
County of this
day of 19 .

Before me

A Commissioner for Oaths.

This Affidavit is filed on behalf of

Affidavit for Re-registration of a Bill of Sale

In the High Court of Justice

— Division.

I A. B. of *etc.* do swear that a bill of sale bearing
date the day of 19 and made
between [*insert the names and descriptions of the
parties to the original bill of sale*] and which said
bill of sale [*or, a copy of which said bill of sale, as
the case may be*] was registered on the day of
19 is still a subsisting security.

Sworn *etc.*

Consent to Memorandum of Satisfaction

I, C. D. of *etc.* being the person entitled to the
benefit of a bill of sale dated the day of
19 and made between A. B. of the one part
and myself of the other part and given for secur-
ing the sum of £ a copy of which bill of sale
was registered on the day of 19
do hereby certify and declare that all moneys

secured by or due and owing in respect of the said bill of sale are fully paid and satisfied and I hereby consent to an order that a Memorandum of Satisfaction be written upon such registered copy of the said bill of sale.

Dated the day of 19 .

Signed in the }
presence of }

Memorandum of Satisfaction

MEMORANDUM that all money secured by the within-written deed has been satisfied.

Dated this day of 19 .

(Signed) C. D.

WITNESS:

Bond to Secure Payment of Money (By Instalments)

THIS BOND made this day of 19 by A. B. of *etc.* (hereinafter called "the Obligor") WITNESSETH that the Obligor is held and firmly bound to C. D. of *etc.* (*obligee*) in the sum of £ (*twice the amount of the sum to be repaid*) to be paid to the said C. D. SEALED with the seal of the Obligor the day and year first above written—

NOW THE CONDITION of the above-written Bond is such that if the Obligor shall pay to the said C. D. the sum of £ by the instalments following that is to say the sum of £ part thereof on the day of 19 the sum of £ on the day of 19 *etc.* and shall also at the several times hereinbefore appointed for payment of the said instalments of the said sum of £ pay to the said C. D. interest on the said sum

of £ or such part thereof as for the time being remains unpaid at the rate of £ per centum per annum (such interest to commence and be computed from the date of the above-written Bond) Then the above Bond shall be void otherwise the same shall remain in full force.

Signed, sealed and }
delivered etc. }

DISCLAIMERS

Will

THIS DEED OF DISCLAIMER is made this day
of 19 BY A. B. of *etc.*

WHEREAS—

(1) C. D. (hereinafter called “the Testator”) by his Will dated the day of 19 after appointing the said A. B. and X. Y. to be his executors and trustees [devised and bequeathed all his real and personal estate to his trustees upon trust for sale as therein mentioned].

(2) The Testator died on the day of
19 without having revoked or altered his said Will and the same was on the day of
19 duly proved in the Probate Registry by the said X. Y. alone the said A. B. having renounced Probate thereof.

(3) The said A. B. has never acted in the trusts of the said Will and is desirous of executing such disclaimer as is hereinafter contained.

NOW THIS DEED WITNESSETH that the said A. B. hereby disclaims the office of trustee under the said Will and all real and personal estate and things in action whatsoever and wheresoever

devised or bequeathed to him by the said Will as one of the persons named as a trustee thereof or as devolving on him as one of the persons therein named as one of the trustees and executors thereof and also all estates and powers thereby expressed to be given to him as such trustee or executor.

IN WITNESS etc.

Another Form—

BY THIS DEED OF DISCLAIMER made this
day of 19 I, A. B. of *etc.* hereby disclaim
the office of trustee under the Will dated the
day of 19 of C. D. (who died on the
day of 19) and all estates and powers
thereby given to or vested in me as a trustee or
devolving on me as one of the persons named as
executors of the said Will.

IN WITNESS etc.

Personalty Settlement

THIS DEED OF DISCLAIMER is made this day
of BY A. B. of *etc.*

WHEREAS—

(1) By a Deed (hereinafter called “the Settlement”) dated the day of 19
between *etc.* (*recite trusts of settlement*).

(2) The said A. B. has not executed the Settlement nor acted in the trusts thereof.

NOW THIS DEED WITNESSETH that the said A. B. hereby disclaims and renounces the office of trustee of the settlement and all estate and interest in the property thereby settled and all powers and trusts created by the Settlement and thereby expressed

to be made exercisable by the said A. B. and C. D. as the trustees thereof.

IN WITNESS etc.

Another Form—

(Endorsed Deed)

BY THIS DEED OF DISCLAIMER made this day of 19 I, A. B. of *etc.* who am named as a party to and trustee of the within (above) written Deed hereby declare that I have not accepted the trusteeship nor in any manner acted in the trusts thereof AND I disclaim the said trusteeship and all estates interests and powers by the said Deed expressed to be vested in me either solely or jointly with any other person.

IN WITNESS etc.

Separation Agreement

THIS SEPARATION AGREEMENT is made BETWEEN A. B. of *etc.* (hereinafter called "the Husband") of the one part and C. D. of *etc.* the wife of the said A. B. (hereinafter called "the Wife") of the other part.

WHEREAS unhappy differences have arisen between the parties hereto and they have agreed to enter into the agreement hereinafter contained.

NOW IT IS HEREBY AGREED as follows—

1. THE parties hereto shall henceforth live separate and apart from each other and neither of them shall molest the other.

2. THE Husband shall pay to the Wife during their joint lives the weekly sum of so long as she shall remain chaste such sum to be paid on morning in every week.

3. THE Wife shall have the custody of the child[ren], viz. X. Y. aged years [etc.] and shall out of the said weekly sum properly maintain and provide for the said child[ren] and shall keep the Husband indemnified against all claims in respect of such child[ren].

4. IF by reason of the neglect of the Wife the said child[ren] (*or any of them*) shall become chargeable to the poor law authorities this agreement shall thenceforth be void.

IN WITNESS etc.

The above short Form can generally be applied for persons of the working classes. Provisions are sometimes inserted providing for a reduction of the weekly payment as and when each child attains a specified age. An agreement between parties to a Marriage Settlement is much more elaborate. The stamp is an "ad valorem" stamp (2s. 6d. for every £5) on the "sum periodically payable," and a 6d. agreement stamp. The stamp duty is in practice usually adjudicated.

WILLS

Wills are documents which most solicitors prefer to prepare themselves and great care is needed in drafting, and it may be true to say that a Will is the most important document which a solicitor is called upon to prepare. The subject of Wills generally is not a matter for this volume, but the following points must be borne in mind.

A Will made by an infant is void, unless made by a soldier or sailor while on active service (Wills

(Sailors and Soldiers) Act, 1918), but traitors and felons may dispose of their property by Will. Lunatics, mental defectives, and persons who are by reason of mental infirmity incapable of disposing of their property by deed are similarly incapacitated from making a Will, but a Will made during a lucid interval is valid.

Every Will made since the Wills Act, 1837, must be in writing ; signed at the foot or end thereof by the testator or by some other person in his presence and by his direction, and such signature must be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and the witnesses must attest the Will in the presence of the testator. The Act, however, does not prescribe any special form of attestation. The Wills of soldiers and sailors on active service are exempt from the provisions of the Wills Act of 1837 as to execution.

Under the Wills Act Amendment Act, 1852, the signature of the testator is sufficient if so placed at, or after, or following, or under, or beside, or opposite to, the end of the Will, that it is apparent on the face of the Will that the testator intended to give effect by his signature to the writing signed as his Will, but no signature is operative to give effect to any disposition or direction which is underneath or which follows it, or is inserted after the signature is made.

A creditor or an executor is a competent witness, but a legacy or other benefit given to an attesting witness, or to his or her wife or husband, is void. The Will is, however, otherwise good and the legatee is an admissible witness. A legacy given to an attesting

witness is rendered valid by a codicil confirming the Will which is attested by other witnesses.

Formerly, a Will made since the Wills Act, 1837, was revoked by marriage, unless made in exercise of a power of appointment when the real or personal estate thereby appointed would not, in default of such appointment, have passed to the heir, customary heir, executor, or administrator, or the person entitled as next-of-kin under the old Statutes of Distribution (Section 18). After 1925, a Will (and codicil) expressed to be made in contemplation of a marriage is not revoked by the solemnisation of the marriage contemplated (Law of Property Act, 1925, Section 177), but it is usual to insert a provision invalidating the Will if the marriage is not solemnised within a certain specified time.

A Will or codicil may be revoked by another Will or codicil duly executed, or by the burning, tearing, or otherwise destroying the same by the testator, or by some person in his presence and by his direction, with the intention of revoking the same (Section 20), but this section does not apply to the Wills of sailors and soldiers on active service.

No obliteration, interlineation, or other alteration will have any effect, except so far as the words or effect of the Will before such alteration shall not be apparent, unless such alteration is executed in like manner as is directed for the execution of the Will, but the Will, with such alteration as part thereof, is deemed to be duly executed if the signature of the testator and the subscription of the witnesses be made in the margin or in some other part of the Will opposite or near to such alteration, or at the foot or end of or opposite to a memorandum referring to such alteration, and

written at the end or some other part of the Will (Section 21).

In some cases Wills can now be considerably shortened by use of the Statutory Forms prescribed under Section 179 of the Law of Property Act, 1925, and it will be convenient here to set out these Forms in detail.

The Statutory Will Forms, 1925

Dated 7th August, 1925

I, George Viscount Cave, Lord High Chancellor of Great Britain, in exercise of the powers conferred upon me by Section 179 of the Law of Property Act, 1925, and every other power enabling me in that behalf, hereby prescribe and publish the forms hereinafter contained as forms to which a testator may refer in his Will and give the following directions as to the manner of reference.

Dated the 7th day of August, 1925.

Cave, G.

STATUTORY WILL FORMS

1. The forms hereinafter contained may be cited as the Statutory Will Forms, 1925, and are divided into two groups called Part I and Part II respectively.

Short title.

2. The forms in Part I may be incorporated in a Will by a general reference to that Part, and the forms in Part I and Part II or any of them may be incorporated in a Will in manner indicated in the Schedule hereto or in any other manner indicating an intention to incorporate

Manner of application.

them, and in the case of forms in Part II also indicating what property or disposition is to be affected thereby.

3. (1) In any form when incorporated in a Will—

(i) The provisions thereof shall have effect subject to the express provisions of the Will;

(ii) “Disposition” means a devise, bequest, and a testamentary appointment, whether in exercise of a general or special power, and includes a disposition under the statutory power to dispose of entailed interests by Will; “dispose of” has a corresponding meaning; and references to a testator’s property include property which he disposes of in exercise of a power;

(iii) “The Trustees” means the trustees appointed by the testator, either generally or for a specific purpose, as they may require, and the persons who by appointment by the court or otherwise become the trustees, and include his personal representatives when acting as his trustees;

(iv) “Authorised investments” mean investments authorised by the Will creating the trust, for the investment of any money subject to the trusts of the Will, or by law.

(v) Other words and expressions have the same meanings as in the Law of Property Act, 1925.

FORMS

Part I

Forms which may be applied either generally or by specific reference.

I confirm every settlement of property made by me which is subsisting at my death, and subject to any express provision to the contrary in my Will, the provisions made by my Will for the benefit of persons beneficially interested under any such settlement shall be in addition to, and not in satisfaction of, those made, or covenanted to be made by me in such settlement.

FORM 1.
Confirmation
of
settlements.

(1) "Personal Chattels" shall mean carriages, horses, stable furniture and effects (not used for business purposes), motor-cars and accessories (not used for business purposes), garden effects, domestic animals, plate, plated articles, linen, china, glass, books, pictures, prints, furniture, jewellery, articles of household or personal use or ornament (including wearing apparel), also musical and scientific instruments and apparatus, wines, liquors, and consumable stores, but shall not include any chattels used at my death for business purposes, nor money or securities for money.

FORM 2.
Meaning of
personal
chattels.

(2) But a general disposition of personal chattels shall take effect subject to any specific disposition.

FORM 3.
Inventories
and
provisions
respecting
chattels.

(1) An inventory of chattels given by my Will, otherwise than by way of absolute gift, shall be made in duplicate; one part shall be retained by the Trustees and the other part shall be delivered to the person of full age for the time being entitled to the use or possession of the chattels, in this clause called the "usufructuary."

(2) A receipt shall be signed by the usufructuary, at the foot of the inventory retained by the trustees.

(3) The inventory delivered to the usufructuary shall, if he so requires, be signed at the foot thereof by the trustees.

(4) On any change of the right to the use or possession of the chattels, a new receipt shall be signed by the usufructuary at the foot of the inventory retained by the trustees.

(5) Where, by reason of the exercise of any power to sell, exchange, purchase, alter the fashion of, or otherwise deal with the chattels, or of any destruction or loss of any chattel, the inventories become inaccurate, the inventories shall be altered and resigned, or new inventories shall, if convenient, be made and signed.

(6) The trustees may, at their discretion, exclude from an inventory, any chattels which, by reason of their trifling value or wearing out nature, they may consider ought to be so excluded.

(7) Where the chattels have been delivered to the usufructuary and a receipt is given therefor, the trustees, so long as the usufructuary remains entitled to the use of the chattels, shall not be liable in any way—

(a) for any unauthorised disposition thereof or dealing therewith;

(b) to see to the insurance (so far as the same are capable of being insured), repair, or safe custody of the chattels,

unless and until required, in writing, to insure the chattels or to take any proceedings in reference thereto, by some person beneficially interested in the chattels or by his guardian, committee or receiver, and unless also due provision be made, to the satisfaction of the trustees, for the payment of the costs of insurance or of any proceedings required to be taken.

(8) Where there is no person of full age and capacity entitled to the use of the chattels, the trustees may, during the period of disability, make such arrangements for the safe custody, repair, insurance and use of the chattels as, having regard to the circumstances of the case, they may in their absolute discretion, think expedient.

The receipt of the treasurer or other proper officer of a charitable, benevolent, or philanthropic institution, society, or

FORM 4.
Legacies to
charities.

body of persons (corporate or incorporate), to which a legacy is given by my Will shall be a complete discharge of my personal representatives.

FORM 5.
Directions
respecting
annuities.

The following provisions shall have effect in regard to any annuities or annuity given by my Will—

(1) The trustees may, and (if so requested by or on behalf of any person beneficially interested in the property affected), shall, as soon as may be after any annuity commences to accrue, set apart in their names or under their control authorised investments to provide a fund the income whereof will be sufficient, in the opinion of the trustees, to produce an annual sum equal to the amount of the annuities for the time being payable under my Will.

(2) The income, or, if necessary, the capital of the fund so appropriated, shall be applied in payment of every subsisting annuity.

(3) Until a fund shall be so appropriated, my residuary estate shall stand charged with the payment of every subsisting annuity, but, after appropriation, the said estate shall be thereby discharged therefrom.

(4) The appropriated fund, or, where more than one annuity is bequeathed, such parts thereof as, in the opinion of the trustees, may not be required to answer any subsisting annuity, shall, on

the cesser of an annuity, fall into my residuary personal estate.

(5) Accordingly, as each annuity ceases, the trustees may treat as part of my residuary personal estate, the whole or a corresponding part of the appropriated fund, as the case may require, retaining only such part thereof (if any) as may, from time to time, in their opinion, be sufficient to produce, by the income thereof, an annual sum equal to the amount of any subsisting annuities.

(6) Any surplus income of the appropriated fund shall be applied in the same manner as the income of my residuary personal estate.

(7) The trustees may, at their discretion, vary any of the investments for the time being representing the appropriated fund for other authorised investments.

(8) In this clause "annuity" includes any periodical payment (not being a rent-charge) for life or other terminable interest.

(1) The power of appropriation conferred by the Administration of Estates Act, 1925, shall be exercisable by the trustees, without any of the consents made requisite by that Act.

FORM 6.
Power of
appropriation.

(2) So far as practicable, the trustees shall give one month's notice, at least, of an intended appropriation to the persons whose consent would, but for this clause, be required under that Act; but a

purchaser shall not be concerned to see or inquire whether any such notices have been given.

(3) In this clause "trustees" includes my personal representatives.

Part II

Forms which can only be applied by specific reference.

FORM 7.
Trusts of
a settled
legacy.
To invest.

Any legacy of money or investments to which this clause is applied shall be subject to the following provisions—

(1) The trustees shall stand possessed of the legacy upon trust to invest the same in their names or under their control in any authorised investments, with power, at the like discretion, to vary the investments thereof for others of a like nature.

Legatee
for life.

(2) The trustees shall stand possessed of the legacy, and of the investments representing the same and all statutory accumulations, if any, of income thereof, hereinafter included in the description of such legacy upon trust to pay the income thereof to the legatee during the life of the legatee.

Power to
appoint
to issue.

(3) After the death of the legatee, the capital and income of the legacy shall be held:

In trust for all or any one or more exclusively of the other or others, of the issue of the legatee, whether children or remoter descendants, at such

time, and if more than one in such shares, with such provisions for maintenance, education, advancement, and otherwise, at the discretion of any person or persons, and with such gifts over, and generally in such manner, for the benefit of such issue, or some or one of them, as the legatee shall by deed, revocable or irrevocable, or by Will appoint; but so that, under any appointment, a child shall not, otherwise than by way of advancement, take a vested interest, except upon attaining the age of twenty-one years or upon marriage.

And in default of and until and subject to any such appointment—

In default
for
children.

In trust for all or any the children or child of the legatee, who attain the age of twenty-one years, or marry under that age, and if more than one in equal shares.

(4) Any child of the legatee, who, or whose issue, takes any part of the legacy under any appointment by the legatee, shall not, in the absence of any direction by the legatee to the contrary, take any share in the unappointed part without bringing the share or shares appointed to him or his issue into hotchpot and accounting for the same accordingly.

Hotchpot.

(5) If the legatee shall not have any child who, under the trusts in default of appointment hereinbefore contained,

Trusts on
failure of
issue.

attains a vested interest in the legacy, then, subject to the trusts and powers hereinbefore expressed in favour of the legatee and his issue, the legacy and the income thereof and all statutory accumulations, if any, of income shall fall into and form part of my residuary personal estate.

Power to
appoint life
interest to
spouse.

(6) The legatee may, notwithstanding any of the trusts hereinbefore expressed concerning his legacy, from time to time or at any time by deed, revocable or irrevocable, or by Will, appoint to or for the benefit of any spouse who may survive the legatee, during the residue of the life of such spouse or for any less period (and subject or not to any conditions, and with such gifts over, and discretionary or other trusts for the benefit of the spouse and issue of the legatee, as the legatee may think fit), all or any part of the annual income of the legacy of the legatee or of so much thereof as shall not, before the death of the legatee, have been paid or applied under any power affecting the same.

And, upon any such appointment, the trusts and powers limited to take effect after the death of the legatee shall take effect subject to the interest limited by any such appointment:

Provided that the power last aforesaid, to appoint by deed, shall not be exercisable by a woman while under coverture.

Any property disposed of by my Will (otherwise than in exercise of a special power) to which this clause is applied shall be subject to the following provisions—

FORM 8.
Administra-
tion trusts.

(1) The property shall be held—

(a) as to the real property, if any, including chattels real, upon trust to sell the same, and

(b) as to the personal property, if any, upon trust to call in, sell, and convert into money such part thereof as may not consist of money.

(2) The trustees shall have power to postpone such sale and conversion for such a period, as they, without being liable to account, may think proper.

Power to
postpone.

(3) A reversionary interest shall not be sold, until it falls into possession, unless the trustees see special reason for sale.

Reversionary
interests.

(4) The trustees shall out of the net money to arise from the sale and conversion of the property (after payment of costs, and out of any ready money of mine, included in the disposition), pay or provide for

Trust to
pay debts,
legacies, etc.

(a) my funeral and testamentary expenses;

(b) my debts, except charges on other property of mine so far as those charges are discharged out of the property primarily charged therewith under the

Administration of Estates Act,
1925;

- (c) the duties, payable out of capital on my death, and not charged on or primarily payable out of other property;
- (d) any other liabilities properly payable out of the property, or the proceeds of sale thereof;
- (e) the legacies (including money directed to be paid by my Will), and annuities bequeathed by me, but so that all legacies and annuities, and the duty on all legacies and annuities bequeathed free of duty, shall be paid primarily out of personal property, if any, included in the disposition.

Legacies
primarily
payable out
of personalty.

Trust to
invest.

(5) The trustees may invest, in their names or under their control, the residue of the said money or so much thereof as may not have been distributed, in any authorised investments, with power, at their discretion, to vary such investments for others of a like nature.

Income to be
applied as
income.

(6) The income (including net rents and profits of real property and chattels real, after payment of rates, taxes, rent, costs of insurance and of repairs and other outgoings properly attributable to income) of so much of the property as is not required for the administration purposes aforesaid, shall, however the property is

invested, as from my death, be treated and applied as income, and for that purpose any necessary apportionment may be made between capital and income.

(7) Provided that—

Accumulations.

(a) statutory accumulations of income made during a minority, or pending a contingency, or accumulations made under an express trust for accumulation, may be added to capital;

(b) income may be applied in effecting and maintaining a leasehold sinking fund policy, or may be set aside and invested for providing a fund to answer any liabilities which in the opinion of the trustees ought to be borne by income;

Sinking fund policies, etc.

(c) the trustees may in their discretion adjust, in such manner as they shall think fit, having regard to the circumstances of the case, the incidence as between capital and income, of the payments made in due course of administration.

Adjustment of capital and income.

Any property disposed of by my Will (otherwise than in exercise of a special power) to which this clause is applied shall be subject to the following provisions—

FORM 9.
Trusts for spouse for life with power to appoint to issue and gift over to them.

(1) The property (including the investments for the time being representing the

same) shall be held upon trust to pay the income thereof to my spouse for life.

(2) After the death of my spouse, the capital and income of the property shall be held—

(i) In trust for all or any one or more, exclusively of the other or others, of my issue, whether children or remoter descendants, at such time, and if more than one in such shares, with such provisions for maintenance, education, advancement and otherwise, at the discretion of any person or persons and with such gifts over, and generally in such manner, for the benefit of such issue, or some or one of them, as my spouse shall, by deed revocable or irrevocable, or by Will, appoint; but so that, under any appointment, a child shall not, otherwise than by way of advancement, take a vested interest, except upon attaining the age of twenty-one years or upon marriage.

(ii) And in default of and until and subject to any such appointment in trust, in equal shares if more than one, for all or any my children or child who survive me and attain the age of twenty-one years or marry under that age, and for all or any of the issue living at my death who attain the age of twenty-one years or marry under that age, of any child of mine who predeceases me, such issue to take through

all degrees, according to their stocks, in equal shares if more than one, the share or shares which his or their parent would have taken if living at my death, and so that no issue shall take whose parent is living at my death and so capable of taking.

(3) Any person who, or whose issue, Hotchpot. takes any part of the property, under any appointment by my spouse, shall not, in the absence of any direction by my spouse to the contrary, take any share in the unappointed part, without bringing the shares appointed to such person or his issue into hotchpot, and accounting for the same accordingly.

Any property disposed of by my Will (otherwise than in exercise of a special power) to which this clause is applied shall be subject to the following provisions—

FORM 10.
Trusts for
spouse and
issue, without
a power of
appointment.

(1) The property (including the investments for the time being representing the same) shall be held upon trust to pay the income thereof to my spouse for life.

(2) After the death of my spouse the capital and income of the property shall be held in trust, in equal shares if more than one, for all or any my children or child, who survive me and attain the age of twenty-one years or marry under that age, and for all or any of the issue living at my death, who attain the age of twenty-one years or marry under that

age, of any child of mine who predeceases me, such issue to take through all degrees, according to their stocks, in equal shares, if more than one, the share or shares which his or their parent would have taken if living at my death; and so that no issue shall take whose parent is living at my death and so capable of taking.

SCHEDULE

INCORPORATION OF ALL THE FORMS IN PART I

All the forms contained in Part I of the Statutory Will Forms, 1925, are incorporated in my Will [subject to the following modifications, namely*].

INCORPORATION OF SPECIFIED FORMS FROM PART I

The following forms contained in Part I of the Statutory Will Forms, 1925, shall be incorporated in my Will—

[Specify those of the following forms which it is desired to incorporate.]

FORM 1. (*Confirmation of Settlements.*)

FORM 2. (*Meaning of "Personal Chattels."*)

FORM 3. (*Inventories and Provisions respecting Chattels.*)

FORM 4. (*Legacies to Charities.*)

FORM 5. (*Directions respecting Annuities.*)

FORM 6. (*Power of Appropriation.*)

[Subject to the following modifications, namely*].

* Here insert the modifications (if any).

FORM 7

Trusts of a Settled Legacy

Form 7 of the Statutory Will Forms, 1925, is incorporated in my Will, and shall apply to the following legacies* [subject to the following modifications†].

FORM 8

Administration Trusts

Form 8 of the Statutory Will Forms, 1925, is incorporated in my Will, and shall apply to‡ [subject to the following modifications†].

FORM 9

Trusts for Spouse for Life with Power to Appoint to Issue and Gift over to Them

Form 9 of the Statutory Will Forms, 1925, is incorporated in my Will, and shall apply to§ [subject to the following modifications†].

* Here insert the legacies of money or investments to be settled.

† Here insert the modifications (if any).

‡ Here insert description of property to be held upon administration trusts.

§ Here insert description of the property to be held on trusts for spouse for life with power to appoint to issue and gift over to them.

FORM 10

*Trusts for Spouse and Issue without a Power
of Appointment*

Form 10 of the Statutory Will Forms, 1925, is
incorporated in my Will, and shall apply to*

the following modifications† [subject to
].

* * * * *

Will by Husband in Favour of Wife

I, A. B. of *etc.* hereby revoke all testamentary
dispositions heretofore made by me and declare
this to be my last Will, which I make this
day of 19 .

SUBJECT to the payment of my funeral and
testamentary expenses and debts [which with all
duties shall be paid primarily out of my personal
estate] I give all my real and personal estate to
my Wife absolutely and appoint her to be the
executrix of my Will.

IN WITNESS whereof I have hereunto set my
hand the day and year first above written.

Signed by the above-named
A. B. as his last Will in the
presence of us both present
at the same time who in his
presence and the presence of
each other have hereunto
set our names as witnesses. }

* Here insert description of the property to be held on trusts for
spouse and issue without power of appointment.

† Here insert the modifications (if any).

Will in Contemplation of Marriage

I, A. B. of *etc.* (*as above*).

1. This Will is made by me in contemplation of my marriage with .

[*Insert provisions desired.*]

[*Conclusion.*] This Will is conditional upon my marriage with being solemnised within [*three*] months from the date hereof and if the said marriage shall not be solemnised within the afore-said period this Will shall be absolutely void for all purposes.

IN WITNESS *etc.*

In view of the fact that Wills owing to their nature vary in almost every case, it is not proposed to give any further Precedents, but the following specimens of common clauses.

Appointment of executors. I appoint of and of to be the executors and trustees of this my Will [and jointly with my (*wife*) guardians of my infant children].

Bequest of specific legacies. I bequeath the following specific legacies free of legacy duty [and all other (if any) duties payable upon or by reason of my death]. (*As following examples.*)

I give to [my wife] absolutely all ready money which at my death may be in or about my place of residence and also all ready money standing to my credit on account current at the Bank.

I give to [my wife] absolutely all articles of household or domestic or personal use or ornament which shall be in or about my

dwelling-house at [or such other house
as I may reside in] at my death.

I give my wearing apparel to .

Bequest of pecuniary legacies. I bequeath the following pecuniary legacies [free of legacy duty].

To my wife the sum of £ to be paid to her as soon as possible after my death and in priority to all other legacies hereby or by any codicil hereto bequeathed.

To each of my trustees who shall prove my Will and act in the trusts thereof the sum of £ .

Gift of house and Furniture. I devise my messuage and premises known as and I bequeath my furniture and effects of household use or ornament therein or belonging thereto (save and except such of the same as may be otherwise specifically disposed of by this my Will or any codicil hereto) to absolutely [free of estate duty and legacy duty and succession duty].

Gift of residuary estate (trusts for children). I devise and bequeath all my real and personal estate whatsoever and wheresoever not hereby or by any codicil hereto otherwise specifically disposed of (including any real or personal property over which I may have any general power of appointment [and including any entailed property of which I have power to dispose by will]) unto my trustees upon trust to sell call in and convert the same into money and after payment out of the money arising thereby or out of my ready money of my debts funeral and testamentary expenses and legacies to hold the residue of such moneys upon trust for

such of my children as attain the age of [twenty-five] years or being female marry under that age if more than one in equal shares.

Direction as to place of burial. I desire that my body may be buried in my family vault in the cemetery (or as the case may be).

Devise subject to a mortgage. I devise my messuage lands and hereditaments situate at _____ subject to and charged with the payment of all principal sums and interest secured thereon by way of mortgage or otherwise at my death to absolutely.

Devise free from mortgage. I devise my lands and hereditaments situate at _____ to _____ absolutely freed and discharged from all sums secured thereon by way of mortgage or otherwise at my death and I direct that all such sums and all interest in respect thereof shall be paid out of my residuary personal estate.

Contingent legacy. I give to _____ if he shall attain the age of [twenty-one] years the sum of £ _____.

PARTNERSHIPS

The law of partnership was codified by the Partnership Act, 1890, and in the case of limited partnerships modified by the Limited Partnerships Act, 1907. The latter Act has been but little used, it having been found more convenient in practice to apply the provisions of the Companies Acts relating to private companies.

A partnership may be constituted by a verbal arrangement, but it is now usual for a document (commonly called Articles of Partnership) to be drawn

up setting out the terms agreed upon between the partners. In general, these terms relate to (a) the duration and style of the partnership, (b) the place of business, (c) the contribution to be made by each partner to the capital of the partnership, (d) the division of profits and drawings, (e) dissolution.

By the Registration of Business Names Act, 1916 (Section 1), every firm carrying on business under a name, not being the true surnames of all the partners, and every individual or firm who, or a member of which, has changed his name, has to be registered in accordance with that Act, and by Section 18 every individual and firm requiring registration must have the name of such individual or firm inscribed on all trade catalogues, circulars, etc.

A partnership deed requires a 10s. stamp, and also an "ad valorem" stamp of £1 per £100 on any money paid by way of premium, or for the purchase of a share in the business. In the case of Limited Partnerships, a duty of 10s. for every £100 or fraction of £100 is payable on the amounts contributed by the limited partners.

Common Form of Partnership Deed

THIS DEED OF PARTNERSHIP made between A. B. of *etc.* of the one part and C. D. of *etc.* of the other part WITNESSETH that the said A. B. and C. D. HEREBY MUTUALLY COVENANT AND AGREE as follows—

1. The said A. B. and C. D. will become and remain partners in the trade or business of
from the day of 19 during the term
of years [determinable as hereinafter mentioned] under the style or firm of .

2. Either party may determine the partnership on or at any time after the day of 19 on giving not less than [six] calendar months' previous notice in writing to the other partner of his intention in that behalf and at the expiration of such notice the partnership shall determine accordingly.

3. The business of the firm shall be carried on at or at such other place or places as the partners shall from time to time determine.

4. The capital of the firm shall be the sum of £ which shall be contributed by and credited in the books of the firm as belonging to the partners in equal shares and each such contribution shall be made by the contributing partner by cash payment into the Bank Limited to the account of the said firm on or before the said day of 19 .

5. The partners shall be entitled to the net profits of the said business in equal shares and the net profits shall be divided between the partners immediately after the settlement of the annual general account in each year.

6. The partners shall be at liberty by [monthly] drawings to draw out of the said business in anticipation of their respective shares of profits sums not exceeding £ in any quarter of a year and if in any year the amount so drawn by either partner shall be in excess of his share of the net profits then immediately after the general account shall have been taken and settled the excess shall be refunded without interest.

7. Each partner shall at all times during the continuance of the partnership devote his whole

time and attention to the partnership business and shall diligently and faithfully employ himself therein.

8. Each partner shall punctually pay and discharge his present and future separate debts and engagements and shall at all times indemnify and keep indemnified the other partner or his representatives and the property of the partnership against the same and all actions proceedings costs claims and demands in respect thereof.

9. The bankers of the firm shall be Bank Ltd. or such other bankers as the partners shall from time to time determine and all moneys and securities belonging to the firm except such moneys as are required for current expenses shall be paid into and deposited with such Bank.

10. All cheques and documents pledging the credit or affecting the property of the partnership shall be signed by each of the partners and not otherwise.

11. Proper books of account shall be kept by the partners and entries made therein of all such matters transactions and things as are usually entered in books of account. The said books of account shall be kept at and each partner shall at all times have free access thereto by himself or his agent to examine and copy the same.

16. On the day of in every year a general account shall be taken of the assets and liabilities of the partnership and of all dealings and transactions during the then preceding year. Such account shall be prepared and audited by a competent accountant to be agreed upon from time to

time by the partners and shall be signed by the partners.

17. Upon dissolution of the partnership the affairs thereof shall be wound up and the assets and liabilities dealt with in manner provided by the Partnership Act, 1890.

IN WITNESS etc.

Other usual provisions are (a) an arbitration clause, (b) a clause providing for service of notices at the office or principal place of business, (c) an option to purchase in favour of the surviving or continuing partner of the share of a deceased or outgoing partner, (d) negative provisions precluding the partners from being concerned in a similar business; from mortgaging his share, etc., and (e) prohibiting any outgoing partner from carrying on or being engaged in a similar business for a specified number of years within a specified radius.

Notice for Insertion in "London Gazette" of Dissolution of Partnership

NOTICE IS HEREBY GIVEN that the Partnership lately subsisting between us the undersigned
and carrying on business
as at in the County of
, under the style or firm of
has this day been dissolved by mutual consent.

All debts due to or owing by the said late Firm will be received and paid by the said , who will continue the said business under the present style or firm of .

Dated this day of 19 .

(Signed) A. B.
C. D.

Notice of Intention to Dissolve Partnership

UNDER and by virtue of the power in this behalf contained in Articles of Partnership establishing the Partnership subsisting between you and me and dated the day of 19 I HEREBY GIVE YOU NOTICE that it is my intention to dissolve the said Partnership on the day of next.

AS WITNESS my hand this day of
19 .

(Signature)

To

Mr. (Partner).

Notice of Intention to Retire from Partnership

To

Mr. and Mr. Partners in the
Firm of .

TAKE NOTICE that in exercise of the power conferred on me by Articles of Partnership made between us and dated the day of 19 , I intend to retire from the said Partnership on the day of next.

AS WITNESS my hand this day of
19 .

(Signature)

Leases and Tenancy Agreements

A lease may be for a term of years or a tenancy at will. Prior to the 1st of January, 1926, leases could be granted for a life or lives, but by the Law of Property Act, 1925 (Section 149), all such leases were converted into terms of 90 years. Leases vary to a great extent according to the nature of the premises

demised, but in a common form the usual covenants are—

On the part of the lessee (a) to pay the reserved rent ; (b) to pay usual rates and taxes (except Landlord's Property Tax) ; (c) to keep the premises in repair and so yield them up to the lessor at the end of the term ; (d) to allow the lessor at reasonable times to enter and view the state of repair of the premises ; and on the part of the Lessor (a) to insure and keep the premises insured and (b) for quiet enjoyment on the Lessee paying the rent and observing his covenants. Other covenants, not always required, are that the Lessee shall not assign the Lease without the written consent of the Lessor or that the Lessee shall use the demised premises for a specified purpose. A provision for re-entry on breach of covenant by the Lessee, or in the event of his becoming bankrupt or executing a deed of assignment or suffering execution to be levied on his goods, is usually inserted on behalf of the Lessor.

Like all conveyancing documents, leases and tenancy agreements require careful drafting.

If a lease contains an option to the Lessee to purchase the demised premises, the option should be registered as a Land Charge under the Land Charges Act, 1925.

Tenancy Agreement (CONCISE FORM)

AN AGREEMENT made the day of
19 , BETWEEN A. B. of *etc.* (hereinafter called
"the Landlord") of the one part and C. D. of *etc.*
(hereinafter called "the Tenant") of the other
part.

1. THE Landlord lets and the Tenant takes the

message or dwelling-house No. Street [*Town*]
in the [said] County of for the term of
 [years] from the day of 19
at the [weekly] rent of payable [on the
Monday in each week in respect of the previous
week].

2. The Tenant agrees with the Landlord as follows—

(1) To pay the reserved rent at the times and in manner aforesaid.

(2) To keep the interior and fixtures of the premises clean and in proper tenantable condition fair wear and tear excepted and in such condition to yield up the same at the end of the tenancy and to replace all broken window glass missing or damaged keys door and window fastenings and window cords.

(3) Not to assign underlet or part with the possession of the premises and not to take in any lodger without first obtaining the written consent of the Landlord or use the premises for any purpose whatsoever other than as a private residence.

(4) To permit the Landlord and his agent with or without workmen and others at all reasonable times to enter upon the premises to view the state and condition thereof and to execute repairs.

3. THE Landlord agrees with the Tenant that the Tenant paying the rent and observing the stipulations on his part herein contained shall during the tenancy quietly enjoy the premises without interruption by the Landlord or any person lawfully claiming through or in trust for him.

4. It is mutually agreed as follows—

(1) If the rent shall be in arrear for twenty-one days (whether legally demanded or not) or if the Tenant shall omit to perform or observe any stipulations herein on his part contained or shall suffer a receiving order in bankruptcy to be made against him the Landlord may re-enter upon the said premises or upon any part thereof in the name of the whole and the tenancy shall thereupon determine but without prejudice to any claim which the Landlord may have against the Tenant in respect of any breach of the Tenant's stipulations herein contained.

[(2) The tenancy may be determined at the end of the period of or subsequently by either party giving to the other one [week's] notice in writing expiring on any of the days on which the said rent is made payable.]

[(3) It is agreed that the costs of the preparation and completion of this Agreement and a duplicate thereof together with the stamp duties thereon shall be paid by the Landlord and Tenant in equal shares.]

AS WITNESS etc.

Lease (House) Full Form

THIS LEASE made the day of 19 ,
BETWEEN A. B. of *etc.* (hereinafter called "the Landlord" which expression shall where the context so admits include the reversioner for the time being immediately expectant on the term hereby created) of the one part and C. D. of *etc.* (hereinafter called "the Tenant" which expression shall where the context so admits include his successors in title) of the other part WITNESSETH as follows—

1. IN consideration of the rent and the tenant's covenants hereinafter contained the Landlord hereby demises unto the Tenant ALL THAT (*parcels*) To HOLD to the Tenant from the day of 19 for the term of years PAYING THEREFOR during the said term yearly and proportionately for any fraction of a year the rent of £ by equal (quarterly) payments to be made on the usual (quarter) days of which the first shall be made on the day of 19 and the last shall be made one (quarter) in advance (whether the term shall be determined by effluxion of time or by the happening of any of the events mentioned in Clause 4 (sub-clause 1) hereof) in each case without any deduction except for Landlord's Property Tax and Land Tax (if any).

2. THE Tenant for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created covenants with the Landlord as follows—

(1) To pay the reserved rent on the days and in manner aforesaid.

(2) To bear and discharge all existing and future rates taxes assessments duties impositions and outgoings whatsoever whether parliamentary parochial or of any other description imposed or charged upon the demised premises or upon the owner or occupier in respect thereof (except Landlord's Property Tax and Land Tax).

(3) To keep the interior of the demised premises and all additions thereto and the sanitary and water apparatus thereof in good and tenantable repair and condition.

(4) Not to make or permit to be made any alteration in or additions to the demised buildings nor build or set up any erection or any projection of any kind without the previous consent in writing of the Landlord or cut maim or injure or suffer to be cut maimed or injured any walls or timbers thereof.

(5) To paint with two coats at least of good oil colour and whitelead paint in a proper and workmanlike manner in the last year of the term (whether the same is determined by effluxion of time or by the happening of any of the events mentioned in Clause 4 (sub-clause 1) hereof) all the inside wood and ironwork of the demised premises and any additions thereto And after every internal painting to grain varnish distemper wash stop whiten and colour all such parts as have been previously so dealt with and to repaper with suitable paper of as good quality as that in use at the commencement of the tenancy the parts usually papered.

(6) To permit the Landlord and his agents with or without workmen and others at all reasonable times to enter upon the demised premises and to view the condition thereof and upon notice being given to the Tenant to repair will execute such repairs in accordance therewith within three months after receipt of such notice or sooner if requisite PROVIDED that if the Tenant shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair of the demised premises it shall be lawful (but not obligatory) for the Landlord in his absolute

discretion (and without prejudice to the right of re-entry under Clause 4 (sub-clause 1) hereof) to enter upon the said demised premises and repair the same at the expense of the tenant in accordance with the covenants and provisions of these presents and the cost and expense of such repairs shall be paid to the Landlord by the Tenant on demand.

(7) To permit the Landlord and his Agents together with necessary workmen or others at all reasonable times to enter upon the demised premises to take inventories of the fixtures therein.

(8) To use the demised premises only as a private dwelling-house.

(9) Not to permit any sale by auction to be held upon the premises or use or suffer to be held thereon any show or exhibition of any kind whatsoever or permit or suffer any part of the premises to be so used as to cause any nuisance annoyance or inconvenience to the occupiers of adjacent houses or the neighbourhood.

(10) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Landlord but such consent shall not be unreasonably withheld in the case of a respectable and responsible person.

(11) At all times during the (three) months immediately preceding the determination of the tenancy to permit the Landlord or his agent to affix upon any part of the premises a notice for reletting the same and during the same (three) months to permit intending tenants and others with written authority from the Landlord or his

agent at reasonable times of the day upon appointment made to view the premises.

(12) Not to do or permit to be done anything whereby the policy or policies of insurance on the demised premises against fire for the time being subsisting (a copy of which the Landlord will if required furnish to and at the expense of the tenant) may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by him in or about the renewal of such policy or policies rendered necessary by a breach of this covenant.

(13) To yield up the demised premises with the fixtures (except tenant's fixtures) and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein before contained.

3. THE Landlord hereby covenants with the tenant as follows—

(1) To keep the roof main walls drains soil and other pipes and exterior of the demised premises (except the glass) in good and tenantable repair and condition and to do such structural and drainage repairs to the demised premises as may be necessary for the convenient occupation thereof.

(2) To keep the demised premises insured against loss or damage by fire in some insurance office of repute and in case of damage or destruction by fire (unless the insurance moneys become irrecoverable through any act or default of the Tenant) to rebuild reinstate and replace the

same fit for the tenant's use and occupation as speedily as possible.

(3) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

4. PROVIDED ALWAYS and it is expressly agreed as follows—

(1) IF the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming due (whether legally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed or if the Tenant or other the person in whom for the time being the term hereby created shall be vested shall become bankrupt or become subject to the bankruptcy laws or enter into any arrangement or make any composition with his creditors for payment of his debts or have an execution levied upon his effects for non-payment of a debt or debts or if the assigns of the tenant being a company shall enter into liquidation whether compulsory or voluntary (other than a voluntary liquidation with a view to reconstruction) then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of the Landlord in respect of

any breach of the Tenant's covenants herein contained. In the event of the term being determined under the provisions of this clause before the expiration of any quarter the amount which would have become due on the quarter day immediately succeeding such determination shall be deemed to have become due and payable immediately on such determination.

(2) IN case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire so as to be unfit for occupation or use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy moneys refused in consequence of some act or default of the Tenant and the premises shall not be rebuilt or reinstated by the Landlord within three calendar months after the event the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall after the expiration of such three calendar months be suspended until the said premises shall be again rendered fit for occupation and use and in case of difference touching this provision the same shall be referred to the award of a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators one to be appointed by each party and in either case in accordance with the provisions of the Arbitration Act, 1889, or any statutory modification thereof for the time being in force.

(3) Any notices required to be served hereunder shall be sufficiently served on the Tenant if left addressed to him on the demised premises

or forwarded to him by post or left at his last known address in Great Britain or Ireland. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

IN WITNESS etc.

The conditions of Section 18 (2) of the Landlord and Tenant Act, 1927, must be strictly observed.

Landlord and Tenant Notices

NOTICE TO QUIT BY LANDLORD

To (*tenant*)

I, the undersigned give you notice [on behalf of (*Landlord*)] to quit and deliver up possession of the premises and appurtenances thereto at in respect of which you are now my [*or his*] tenant on the day of next or at the expiration of the year of your tenancy which will expire next after the end of one [*half-year*] from the date of the service of this notice.

Dated the day of 19 .

(*Signed*)

(Landlord [*or Agent*])

In the case of a yearly tenancy, in the absence of any stipulation to the contrary, the notice should be a half-year's notice, expiring at the end of some year of the tenancy. Under the Agricultural Holdings Act, 1923 (Section 25), a year's notice is required.

NOTICE TO QUIT BY TENANT

To (*Landlord*)

I, the undersigned give you notice [on behalf of (*tenant*)] that I [*or he*] intend(s) on the day

of next to quit and deliver up possession
of the premises at in respect of which I
am [*or he is*] now your tenant.

Dated the day of 19 .

(*Signed*)

(Tenant [*or Agent*])

*If the date of commencement of the tenancy is in
doubt the notice should run as follows—*

I, etc. at the end of the year of my [*or*
his] tenancy which will expire next after the end
of one [half-year] from the date of service of this
notice hereby give you notice etc.

NOTICE BY LANDLORD TO QUIT APARTMENTS
To (*tenant*)

No. Street

I HEREBY give you notice to quit and deliver
up to me on the day of next the pos-
session of the rooms or apartments which you
now hold of me in this House.

Dated the day of 19 .

(*Signed*) (Landlord)

NOTICE BY TENANT TO QUIT APARTMENTS
To (*Landlord*)

No. Street

I HEREBY give you notice that I shall on the
 day of next deliver up the possession
of the rooms or apartments which I now hold of
you in this house.

Dated the day of 19 .

(*Signed*) (Tenant)

NOTICE BY TENANT TO DETERMINE LEASE IN
ACCORDANCE WITH POWER IN LEASE

IN pursuance of the power [*or proviso*] contained in a Lease dated the day of 19 and made between yourself [*or other Lessor*] of the one part and myself [*or other Lessee*] of the other part I HEREBY GIVE YOU NOTICE that I desire to determine on the day of the term created by the said Lease AND that I shall deliver up possession of the premises comprised in the said Lease on that date.

Dated the day of 19 .

(*Signed*) (Tenant)

NOTICE TO DETERMINE TENANCY AT WILL
To (*tenant*)

I, the undersigned hereby determine your interest and right of possession of the premises at belonging to me now in your occupation and I require you forthwith to quit and deliver up possession of the same premises.

Dated the day of 19 .

(*Signed*) (Landlord)

NOTICE OF INTENTION TO APPLY TO JUSTICES
FOR ORDER FOR POSSESSION UNDER SMALL
TENEMENTS RECOVERY ACT, 1838

I (*owner*) [*or agent to* owner] HEREBY GIVE YOU NOTICE that unless peaceable possession of the tenement situate at which was held of me [*or of the said*] under a tenancy from year to year (*or as the case may be*)

which expired [*or* was determined by notice to quit from the said] on the day of
 19 and which tenement is now held over
 and detained from the said be given to
 the owner [*or* agent] on or before the
 expiration of seven clear days from the service of
 this notice I shall on next the day
 of at o'clock on the same day apply
 to His Majesty's Justices of the Peace acting for
 (*the district division or place in which the*
tenement is situate) sitting at in petty ses-
 sions assembled to issue their warrant directing
 the constables of the said district to enter and take
 possession of the said tenement and to eject any
 person therefrom.

Dated this day of 19 .

(*Signed*)

(Owner [*or* Agent])

To (*tenant*)

NOTICE TO QUIT BY LANDLORD

(Weekly, Monthly, or Quarterly Tenancy)

I HEREBY [as agent on behalf of (*landlord*) your
 landlord] require you to quit and deliver up to me
 on the day of next [*or* at the end of
 the next complete (week) of the tenancy after the
 date hereof] the possession of the premises known
 as situate at in the County of
 which you hold of me [*or* the said (*Land-*
lord)] as [weekly] tenant.

Dated the day of 19 .

(*Signed*)

(Landlord [*or* Agent])

To (*tenant*)

NOTICE TO QUIT BY TENANT

I HEREBY GIVE YOU NOTICE that I shall on the
day of next [*or at the end of the next*
complete (week) of the tenancy after the date
hereof] quit and deliver up possession of the
premises known as situate at in
the County of which I hold of you as
[weekly] tenant.

To (*Landlord*) (Signed) (Tenant)

(AGRICULTURAL HOLDINGS ACT, 1923,
SECTION 12)

I THE UNDERSIGNED [as agent for and on behalf of (*Landlord*)] give you notice to quit and deliver up possession of the lands and premises situate at _____ in the County of _____ and known as _____ which you now hold as my tenant [or as _____]

tenant of the said (*Landlord*)] on the day of
 next or at the end of the year of your
 tenancy which will expire next after the end of
 twelve months from the date of the service of this
 notice.

The reason for giving this notice to quit is that
 you are not cultivating the holding according to
 the rules of good husbandry.

Dated the day of 19 .

(*Signed*)

(Landlord [*or Agent*])

To (*tenant*)

Twelve months' notice is necessary in all cases.
 (*Agricultural Holdings Act, 1923, Section 25.*)

NOTICE BY LANDLORD TO REPAIR IN ACCORDANCE WITH COVENANT TO REPAIR

I HEREBY [as agent on behalf of (*Lessor*)] re-
 quire you in pursuance of the covenant contained
 in a Lease dated the day of 19 and
 made between myself [*or Lessor*] of the one part
 and yourself (*or Lessee*) of the other part within
 months from the date hereof to put in good and
 substantial repair and condition the premises
 known as situate at in the County
 of AND in particular to do in a work-
 manlike manner the several repairs mentioned in
 the specification hereunder written [*or annexed*
hereto] AND I hereby give you further notice that
 if you fail to comply with the above requirements
 I shall [*or the said Lessor will*] enter upon the said

premises and execute the said works at your expense.

Dated the day of 19 .

(Signed)

(Lessor [*or Agent*])

To (*Lessee*)

THE SCHEDULE

(*Specification of Repairs*)

NOTICE BY TENANT OF INTENTION TO EXERCISE OPTION TO PURCHASE

IN exercise of the option in that behalf given by the Lease dated the day of 19 and made between yourself (*or Lessor*) of the one part and myself of the other part I hereby elect and agree to purchase from you the reversion in fee simple in the premises demised by the said Lease upon the terms and conditions contained in the same Lease.

Dated the day of 19 .

(Signed) (*Lessee*)

To (*Lessor*)

WARRANT OF DISTRESS

To (*bailiff*)

I THE UNDERSIGNED hereby authorise you as bailiff on my behalf to distrain such of the goods and chattels as may lawfully be distrained for rent in and upon the house and premises occupied by (*tenant*) and situate at in the Parish of in the County of for £ being the amount of [*one half-year's*] Rent due to me in

respect of the same on the day of
19 and to proceed thereon for the recovery of
the said rent as the law directs.

Dated the day of 19 .

(Signed) (Landlord)

REQUEST BY TENANT FOR EXTENSION OF TIME FOR REPLEVY OF GOODS

To (*Landlord or Bailiff*)

I HEREBY REQUEST you to extend the period
within which I may replevy the goods and chattels
distrained by you at for rent to (*not
exceeding fifteen days*) AND I propose as security
for any additional costs that may be occasioned by
such extension of time the following namely [*here
specify nature of security offered or names of persons
proposed as sureties*].

Dated the day of 19 .

(Signed) (Tenant)

Notice by Receiver requiring Payment of Rent to Him
To (*tenant*) of

I HEREBY GIVE YOU NOTICE that under and by
virtue of a deed dated the day of
19 and made between (*parties*) I was duly
appointed receiver of the rents and profits of the
property comprised therein and that I am accord-
ingly entitled to receive the rent of the premises
No. now held by you under [*a tenancy
agreement dated the day of*] And
I require you to pay to me as such receiver

as aforesaid all rent [now due and] henceforth to become due in respect of the said premises.

Dated the day of 19 .

(Signature)

(Address)

EXECUTION AND ATTESTATION OF DEEDS, ETC.

The execution of a deed is now invariably attested, but, generally speaking, attestation is not essential to the validity of a deed, unless it is made in exercise of a power which expressly requires attestation. Certain Statutes, however, require certain documents to be attested in some special manner, e.g. agreements under the Merchant Shipping Act, 1894, between a master of a merchant ship and an apprentice or seaman; assurances to charitable uses under the Mortmain and Charitable Uses Act, 1888, and bills of sale under the Bills of Sale Act, 1882. A party to a deed cannot be a witness (Seal v. Claridge (1881), 7 Q.B.D. 516), but this does not apply in the case of a company, as directors in whose presence the seal of the company is affixed, do not attest the deed as witnesses, but as part of the actual sealing. Sealing and delivery are essential.

The attestation of Wills is governed by the Wills Act, 1837, Sections 9 and 10, as already stated.

Testimonium Clauses

Deed.

IN WITNESS whereof the said parties hereto have hereunto set their respective hands and seals the day and year first before written.

IN WITNESS whereof the said Company (or Corporation) have caused their common seal to be hereunto affixed [and the said other parties have hereunto set their respective hands and seals] the day and year first above written.

Company or Corporation as party.

IN WITNESS whereof the common seal of the Company has been hereunto affixed by the direction of and as such Liquidators as aforesaid and the other parties hereto have etc.

Company in liquidation.

IN WITNESS whereof (*attorney*) of *etc.* by virtue of a power of attorney dated the day of 19 under the hand of the said (*principal*) hath hereunto set the hand and seal of the said (*principal*) the day and year first above written.

Deed executed by attorney.

IN WITNESS whereof I the said have hereunto set my hand and seal the day of 19 .

Deed poll.

IN WITNESS whereof I have hereunto set my hand this day of 19 .

Will or codicil.

Attestation Clauses.

SIGNED by the above-named in the presence of. Document not under seal.

Signed sealed and delivered by the within-named (*or above-named*) in the presence of. Deed or instrument under seal.

The Common seal of the within-named (*or above-named*) Company was hereunto affixed in the presence of—

Company or Corporation having common seal

A. B. }
[C. D.] } *Director[s].*
E. F. *Secretary.*

Blind
person.

The within-written (*or above-written*) deed was signed sealed and delivered by the within-named (*or above-named*) A. B., the same having been carefully read over to him he being blind in the presence of .

Person deaf
and dumb.

The within-written deed was signed sealed and delivered by the within-named A. B. who being deaf and dumb but capable of reading the same having been first read over by him and he seemed perfectly to understand (*or he perfectly understood*) the same in the presence of.

Illiterate
person.

The within-written deed was sealed and delivered by the within-named A. B. who made his mark thereto the same having previously been read over to him in the presence of.

Attorney.

Signed sealed and delivered by the within-named (*attorney*) as the attorney of the within-named (*principal*) in the presence of.

Will by
some other
person.

Signed by A. B.¹ with the name and as the will of the said [*testator*] in his presence and by his direction in the joint presence of us who in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Will by
blind or
illiterate
testator.

Signed by the above-named (*testator*) as his last will and testament the same having been first read over to him in our presence with his mark in the presence of us present at the same time who at his request in his presence and in the presence

¹ See *Wills Act, 1837, Section 9.*

of each other have hereunto subscribed
our names as witnesses.

Signed by the above-named (*testator*) as Will or
codicil.
(*or, as a codicil to*) his last will and testa-
ment in the presence of us present at the
same time who at his request in his pres-
ence and in the presence of each other
have hereunto subscribed our names as
witnesses.

Signed sealed and delivered by the with- Infant on
coming
of age.
in-named A. B. on the day of
19 he having attained his majority on
the day of 19 , in the
presence of

PART II

HIGH COURT FORMS

The recent numerous changes in High Court Practice and the initiation of the "New Procedure" have all been designed to simplify and cheapen litigation, and it seems that more changes are to follow.

In this part of this volume will be found Precedents of common Forms of Endorsements, Special Endorsements, and Affidavits for use in the High Court. The Forms are equally applicable to the District Registries.

Descriptions of Corporate Bodies, etc.

CITY CORPORATION. The Mayor, Aldermen and Citizens of the City of .

BOROUGH CORPORATION. The Mayor, Aldermen and Burgesses of the Borough of .

BURIAL BOARD. The Burial Board for the Parish of in the County of .

RAILWAY COMPANY. The [London Midland and Scottish] Railway Company.

LIMITED COMPANY. The A. B. C. Company Limited.

TITLED PERSONS.

The Most Noble [Thomas], Duke of X.

The Right Honourable [A], Earl of X.

The Right Honourable [A], Viscount X.

The Right Honourable [A], Baron X.

BISHOP. The Right Reverend Father in God,
[John] Lord Bishop of [Gloucester].

FRIENDLY SOCIETY. A. B. and C. D. Trustees of
the Lodge etc. of the [Ancient Order
of Oddfellows Friendly Society].

BUILDING SOCIETY. A. B. and C. D. Trustees of
the Building Society.

General Endorsements on Writs of Summons

(Money claims where no Special Endorsement
under Order III, Rule 6.¹)

The Plaintiff's claim is—

| | | |
|-------------------------------------|---|--|
| Goods sold. | £ | for the price of goods sold. |
| Money lent. | £ | for money lent [and interest]. |
| Rent. | £ | for arrears of rent. |
| Salary, etc. | £ | for arrears of salary as [clerk] (<i>or as the case may be</i>). |
| Interest. | £ | for interest on money lent. |
| Costs as solicitor. | £ | for fees for work done [and money expended] as a solicitor. |
| Commission. | £ | for commission earned as [auctioneer]. |
| Carriage of goods. | £ | for the carriage of goods by [railway]. |
| Return of money by stakeholder. | £ | for a return of money deposited with the defendant as stakeholder. |
| Money paid by surety for defendant. | £ | for money paid for the defendant as his surety. |
| Money paid on accommodation bill. | £ | upon a bill of exchange accepted [<i>or endorsed</i>] for the defendant's accommodation. |

¹ *These claims may be used as part of a special endorsement.*

- £ for a contribution in respect of money paid by the plaintiff as surety. Contribution by surety.
- £ for money payable under an award. Money payable under an award.
- £ upon a cheque drawn by the defendant. Bills of exchange, etc.
- £ upon a bill of exchange accepted [*or drawn or endorsed*] by the defendant.
- £ upon a promissory note made [*or endorsed*] by the defendant.
- £ against the defendant A. B. as acceptor and against the defendant C. D. as drawer [*or endorser*] of a bill of exchange.

DAMAGES AND OTHER CLAIMS

The Plaintiff's claim is—

- For damages for breach of the terms of a deed of apprenticeship of A. B. to the defendant [*or plaintiff*]. Apprentices
- For damages for assault and false imprisonment [*and for malicious prosecution*]. Assault.
- For damages for negligence in the custody of goods [*and for wrongfully detaining the same*]. Bailment.
- For damages for libel contained in (*give particulars of document sufficient to identify it*). Defamation.
- For damages for slander.
- To recover possession of No. Ejectment.
- Street in the [Parish] of in the County of .

Landlord
and tenant.

For damages for breach of a contract to keep a House in repair.

For damages for breaches of covenants contained in *etc.*

Copyright.

For damages for the infringement of the plaintiff's copyright.

ENDORSEMENTS OF CHARACTER OF PARTIES

The Plaintiff's claim is—

and proceed thus—

Executors.

As executor [*or administrator*] of C. D. deceased, for *etc.*

Against the defendant A. B. as executor [*or administrator*] of C. D. deceased, for *etc.*

Against the defendant A. B. as executor of X. Y. deceased for, *etc.*, and against the defendant C. D. in his personal capacity for *etc.*

Adminis-
trator with
will
annexed.

As administrator with will annexed of A. B. deceased, against the defendant, *etc.*

Trustee in
bankruptcy

As trustee under the bankruptcy of A. B. for *etc.*

Principal
and surety.

Against the defendant A. B. as principal and against the defendant C. D. as surety, for *etc.*

Specially Endorsed Writs**STATEMENT OF CLAIM—ACCOUNT STATED**

The Plaintiff's claim is for the sum of £
upon an account stated between the plaintiff and
the defendant.

Particulars—

19 July. Amount found and admitted by the
defendant to be due to the plaintiff on taking
accounts between the parties on this date
being for the price of goods sold [*or as the case
may be*], £ .

(Signed)

AGENT—CLAIM FOR SALARY AND COMMISSION
STATEMENT OF CLAIM

The Plaintiff's claim is for balance of account in
respect of a contract of employment entered into
by the defendant with the plaintiff whereby the
defendant agreed to pay the plaintiff a salary of
£ per month and a commission of £ per
centum upon the amount of all sales effected
through the plaintiff's agency, of *etc.*

| | | PARTICULARS | | | £ | s. | d. |
|------------|---|------------------------------------|---------------------|--|----|----|----|
| 19.. | { | [Six] months' salary at £ | per | | — | — | — |
| [Jan. 1 to | | month | | | | | |
| July 1.] | | Commission at £ | per centum | | | | |
| | | on £ | value of goods sold | | | | |
| | | through plaintiff's agency between | | | | | |
| | | these dates | | | — | — | — |
| | | | | | £— | — | — |
| 19.. | { | By amount received on account | | | — | — | — |
| [Aug.] | | | | | — | — | — |
| | | Balance due | | | £— | — | — |

(Signed)

AUCTIONEER—FOR SERVICES RENDERED, ETC.

The plaintiff's claim is against the defendant for commission as an auctioneer and valuer for professional services rendered in making valuation, preparing particulars and advertising, and conducting a sale by auction at _____ of the defendant's estate at _____ known as _____ and for disbursements and expenses in connection therewith.

| PARTICULARS | | £ | s. | d. |
|------------------|---|---|----|----|
| 19.. | | | | |
| [Aug.] | To commission at [] per cent on £ _____ the amount realised by the said sale [as per agreement made between plaintiff and the defendant, <i>or, as the case may be</i>] . . . | — | — | — |
| | To payments made for advertising in [] and [] . . . | — | — | — |
| | To paid hotel expenses and for use of auction room, <i>etc.</i> . . . | — | — | — |
| Amount due . . . | | £ | | |
| (Signed) _____ | | | | |

BANKERS AGAINST CUSTOMER FOR
OVERDRAWN ACCOUNT

The plaintiffs' claim against the defendant is for £ _____ due to them as bankers in respect of an overdraft of the defendant's banking account for moneys advanced to or paid for him at his request and interest thereon.

| PARTICULARS | | £ | s. | d. |
|-------------|---|----|----|----|
| 19.. | | | | |
| [Date] | Amount of defendant's overdraft and interest thereon, due this date on drawing account, full particulars whereof are shown in the defendant's pass book in his possession . . . | — | — | — |
| | | £— | — | — |

The plaintiffs also claim interest on such sum of £ from the date hereof until payment or judgment at current bank rates in accordance with the usage of bankers and the course of dealing between plaintiffs and defendant.

(Signed)

BOARD AND LODGING

The plaintiff's claim is for board and lodging supplied to the defendant [his wife and children] at the plaintiff's boarding house No. etc.

| PARTICULARS | | | £ | s. | d. |
|------------------|---|--|---|----|----|
| 19.. | } | [] weeks' board and lodging between these dates at £ per week [<i>or as the case may be</i>] . | | | |
| [] | | | | | |
| to | | | | | |
| 19.. | | | | | |
| [] | | | | | |
| Amount due . . . | | | £ | — | — |

(Signed)

RETURN OF DEPOSIT ON SALE OF PROPERTIES

The plaintiff's claim against defendant is for the return of money paid to him in respect of a consideration that has failed.

| PARTICULARS | | £ | s. | d. |
|-------------|---|----|----|----|
| 19.. | | | | |
| [Date] | Amount paid to defendant as a deposit on the purchase of _____, the contract for which has been rescinded [or, title to which defendant failed to prove, or as the case may be] . . . | — | — | — |
| | Amount due . . . | £— | — | — |

(Signed)

STATEMENT OF CLAIM—MONEY DUE TO
BUILDER ON ARCHITECT'S CERTIFICATE

The plaintiff's claim is against the defendant for
£ for work and labour done, and materials supplied, under a building contract.

PARTICULARS

By written agreement dated 19 ,
between the plaintiff and defendant, the defendant agreed to pay the plaintiff £ for the building of a house at to the satisfaction of A. B. the defendant's architect. The plaintiff has built the said house and produced to the defendant the written certificate of the said A. B. that the same has been built to his satisfaction as required by the said agreement, but the defendant has after demand made refused payment of the said sum . . . £— — —

Amount due . . . £— — —
=====

(Signed)

STATEMENT OF CLAIM—MONEY DUE ON
ARCHITECT'S CERTIFICATE UNDER
BUILDING CONTRACT AND FOR EXTRAS

The plaintiff's claim is against the defendant for
£ for work and labour done, and materials supplied, under a building contract, and for extras.

PARTICULARS

[As in last form, with addition of]
Amount due for extras not provided for by the said agreement, but ordered by defendant, detailed particulars of which have been rendered £— — —

Plaintiff claims . . . £— — —
=====

(Signed)

STATEMENT OF CLAIM—CARRIER FOR CARRIAGE OF GOODS

The plaintiff's claim is for the carriage of certain [household] goods and effects of the defendant from to and delivering the same to the defendant at Street .

PARTICULARS

| | | |
|--------|--|--------|
| 19.. | Carriage and delivery of | tons |
| [Date] | <i>etc.</i> [furniture and effects] from | |
| | to , [50] miles at | per |
| | mile | £— — — |
| | Plaintiff claims | £— — — |

(Signed)

STATEMENT OF CLAIM—LIQUIDATED DAMAGES UNDER AGREEMENT

The plaintiff's claim is for liquidated damages due under an agreement in writing between plaintiff and defendant dated 19 whereby defendant agreed to pay plaintiff £ [if he again carried on business as a within a radius of miles of and defendant has carried on such a business within the radius aforesaid, namely at].

PARTICULARS

| | | |
|------|--|--------|
| 19.. | Amount due consequent on defendant's | |
| | breach of the said agreement . . | £— — — |
| | Plaintiff claims . . | £— — — |

(Signed)

STATEMENT OF CLAIM—LANDLORD AGAINST
TENANT WHOSE TERM HAS EXPIRED

The plaintiff is entitled to the possession of a [farm and premises] called [Farm] situate in the [Parish] of in the County of which was let by the plaintiff to the defendant for a term of years from 19 which has expired [*or as tenant from year to year from* 19 which said tenancy was duly determined by notice to quit expiring on 19].

The plaintiff claims possession and £ for mesne profits.

(Signed)

STATEMENT OF CLAIM—SOLICITOR FOR
BILL OF COSTS

The plaintiff's claim is £ amount of a bill of costs for professional services rendered.

PARTICULARS

| | | |
|------|---|-------------|
| 19.. | To amount of plaintiff's bill of costs for professional services rendered and payments made by him as solicitor for and on behalf of the defendant full detailed particulars of which (exceeding three folios) were delivered to the defendant on this date, duly signed as required by statute | . £— — — |
| | | <hr/> |
| | Amount due . . . | . £— — — |
| | | <hr/> <hr/> |

(Signed)

Affidavit of Service of Writ of Summons

[Heading as in Writ]

I, A. B. of¹ make oath and say as follows—

1. I did on the day of 19 , at
 personally serve C. D. the above-named
 defendant with a true copy of the writ of summons
 in this action, which appeared to me to have been
 regularly issued out of the Central Office of the
 Supreme Court [*or* District Registry of the
 High Court of Justice] against the above-named
 defendant at the suit of the above-named plaintiff,
 and which was dated the day of 19 .

2. At the time of the said service the said writ
 and the copy thereof was subscribed and endorsed
 in the manner and form prescribed by the Rules
 of the Supreme Court.

3. I did afterwards on the day of
 19 endorse on the said writ the day of the month
 and the week of the said service on the said
 defendant.

Sworn at
 in the County of }
 the day of }
 19 . }

Before me,

X. Y.

A Commissioner for Oaths.

This affidavit is filed on behalf of the plaintiff.

¹ Every affidavit of service must state the description and true place of abode of the deponent (Order XXXVIII, R. 8). The description "Solicitor's Clerk" has been held to be sufficient when the address given was the deponent's private address. Unless evidence to this effect is produced the description "Solicitor's Clerk" will be rejected as insufficient; the form insisted on being "Clerk to Messrs. Solicitors."

Affidavit of Service of Writ of Summons on Limited
Company

[HEADING]

I, A. B. of [*name, address, and occupation*] make oath and say as follows—

1. I did on the day of 19 serve the above-named defendants [*name of company*] with the writ of summons in this action which appeared to me to have been regularly issued out of the Central Office of the Supreme Court of Judicature [*or* District Registry of the High Court of Justice] against Company Limited, the above-named defendant company, at the suit of the above-named plaintiff, and which was dated the day of 19 , by leaving a true copy of the same at the registered office of the above-named defendant company situate at with a [clerk] of the above-named defendant company [*or* by sending by post from the Post Office situate at a true copy of the said writ of summons in a letter or envelope, addressed to the Company Limited at which is their registered office, such letter having at the time of the same being posted the proper postage stamp affixed thereto as a prepaid letter].

2. At the time of the said service the said writ and the copy thereof so delivered and left [*or* so posted] were subscribed and endorsed in the manner and form prescribed by the Rules of the Supreme Court.

3. I did afterwards on the day of 19 endorse on the said writ the day of the

month and the week of the said service on the said defendant company.

Sworn etc.

This affidavit is filed on behalf of the plaintiff.

By the Companies Act, 1929 (Section 370), a writ may be served on a registered company by leaving the same, or sending it through the post addressed to the company, at their registered office. It is deemed to be served on the day after posting. If instead of being served through the post it is left at the registered office it is not necessary, but desirable, that it should be shown with whom it was left.

A building society registered under the Building Societies Act, 1874, must be sued in its corporate name, and service effected personally on the treasurer, secretary, or other head officer.

The memorandum of service must in all cases be endorsed. (Order IX, R. 15.)

**Affidavit on Application for Order for Substituted Service
of Writ¹**

[Heading]

I, A. B. of etc. make oath and say as follows—

1. On the day of 19 , I attended at the residence of the above-named defendant, for the purpose of serving him with a true copy of a writ of summons in this action, which appeared to me to have been regularly issued out of the Central Office of the Supreme Court [or the

¹ *This form follows the usual requirements in the King's Bench Division, viz. one call at the defendant's residence, followed by two successive appointments. If the defendant's residence is unknown the affidavit should state what efforts have been made to ascertain it. The appointments must be for reasonable times.*

District Registry of the High Court of Justice] against the above-named defendant at the suit of the above-named plaintiff, and which was dated the day of 19 . A copy of such writ is now produced and shown to me marked with the letter "A."

2. On inquiring for the said defendant at his said place of residence I was informed by a person whom I believed to have been the [wife, or as the case may be] of the said defendant that the said defendant was not at home [*or as the case may be*]. I inquired when the defendant would be at home and was informed by the said person that the said defendant would be at home the next day between and o'clock in the [afternoon]. I thereupon stated that I had called to serve the said defendant with a copy of the said writ and that I would call again for the said purpose on the following day at o'clock in the [afternoon].

3. I did accordingly attend on the following day at the said place of residence of the said defendant for the purpose aforesaid at the time appointed and then saw the same person who then informed me that the said defendant had not yet returned home [*or as the case may be*]. I thereupon again stated to the said person the nature of my business and informed [her] that I would call again the next day at o'clock for the purpose of serving the said Writ.

4. The next day, namely the day of 19 at o'clock I did accordingly attend at the said place of residence of the said defendant for the purpose aforesaid, and then saw the same person who represented [herself] to be the [wife] of the

said defendant who informed me that the said defendant was not at home [*or as the case may be*] whereupon I handed to and left with the said person a true copy of the said writ of summons and desired [her] to give it to the said defendant immediately on his return home, which she promised to do.

5. I have made all reasonable efforts and used all due means in my power to serve the said defendant personally with a true copy of the said writ, but I have not been able to do so, and for the reasons aforesaid I verily believe that the said writ has come to the knowledge of the defendant [*or that he wilfully evades service*] and that prompt personal service upon him is impossible.

6. I verily believe and have no doubt whatever that if a copy of the said writ were sent by prepaid letter post to the said defendant at his above-mentioned address it will come to the knowledge of the defendant.

Sworn etc.

Filed on behalf of the plaintiff.

Affidavit of Substituted Service of Writ

[Heading]

I, A. B. of etc. make oath and say as follows—

1. I did on the day of 19
serve the above-named defendant C. D. with a true copy of the writ of summons in this action which appeared to me to have been regularly issued out of the Central Office of the Supreme Court of Judicature [*or the District Registry at of*
the High Court of Justice] against the above-named

defendant at the suit of the above-named plaintiff and was dated 19 together with a true copy of the order of Master dated 19 for substituted service herein by posting the same at the Post Office in Street [or as the case may be, giving street and postal district] in a prepaid letter or envelope addressed to the said defendant at [give address as in letter] pursuant to the said order.

If by advertisement, say “by inserting a notice thereof as an advertisement in newspaper on the 19 pursuant to the said order.”

2. At the time of the said service the said writ and the copy thereof were subscribed and endorsed in the manner and form prescribed by the Rules of the Supreme Court.

3. I did afterwards, namely on the 19 endorse on the said writ of summons the day of the month and the week of the said service on the said defendant.

Sworn etc.

Filed on behalf of the plaintiff.

Summary Judgment under Order XIV

AFFIDAVIT IN SUPPORT OF SUMMONS (R. 1)

[Heading]

I, A. B. of etc. make oath and say as follows—

1. The defendant C. D. was at the date of the institution of this action and still is justly and truly indebted to me in the sum of £ .

[Here set out shortly the cause of action as in the following examples, setting out as near as may be the actual indorsement on the writ.]

Goods
sold.

Goods sold and delivered by me to the said and at his request [full particulars of which exceeding three folios have been rendered to the defendant by me].

Drawer
against
acceptor
of bill.

Principal money due on a bill of exchange bearing date the day of 19 drawn by me upon and accepted by the said defendant for the payment to me or my order of £ , [three] months after the date thereof.

Payee
against
maker of
promissory
note.

Principal money due to me on a promissory note bearing date the day of 19 and made by the defendant whereby he promised to pay months after the date thereof to me or my order the sum of £ and interest thereon after the rate of £ per centum per annum at a certain day now past.

Payee or
bearer
against
maker of
cheque.

Principal money due to me as payee of a banker's cheque drawn by the said defendant on Bank Limited for the payment of £ to me on demand, and which said cheque has been presented for payment, and dishonoured, due notice of which dishonour has been given to the defendant.

The particulars of the said claim appear by the indorsement on the writ of summons in this action.

2. I verily believe that there is no defence to this action [and that an appearance to the said writ of summons has been entered for the sole purpose of delay].

Sworn etc.

This affidavit is filed on behalf of the plaintiff.

AFFIDAVIT IN OPPOSITION

[Heading]

I, C. D. of *etc.* the above-named defendant, make oath and say as follows—

1. [Show a *prima facie* defence on the merits, or set up a valid counterclaim connected with the claim or a set-off, e.g. in an action on a bill or note state such facts as would show fraud or illegality at the inception of the transaction].

Sworn etc.

Filed on behalf of the defendant.

[ANOTHER FORM]

I, C. D. of *etc.* the above-named defendant, make oath and say as follows—

1. I am advised and believe that I have a good defence to this action on the following grounds [*or* I deny that I am indebted to the plaintiff in the amount claimed in this action or any other sum].

[Set out grounds]

Sworn etc.

Filed on behalf of the defendant.

AFFIDAVIT OF SERVICE UNDER ORDER XIV
OF SUMMONS AND AFFIDAVIT

[Heading]

I, A. B. of *etc.* make oath and say as follows—

1. I did on the day of 19 before the hour of in the fore [*or after*] noon serve X. Y. the solicitors for the above-named defendant [*or* C. D. the above-named defendant who appeared in person] in this action with a true copy

of the summons now produced and shown to me marked "A" by leaving it at [*state address*] being the address for service in this action with their clerk [*or his servant, or as the case may be*] there.

2. I did also at the same time leave with the said a true copy of the affidavit of [and exhibits therein referred to] to be used in support of such summons.

Sworn etc.

Filed on behalf of the plaintiff.

This affidavit is only necessary where the defendant does not attend the hearing of the summons and consent to the order is not given by him or his solicitor.

MISCELLANEOUS HIGH COURT FORMS

Affidavit of Service of Summons or Application

[Heading]

I, A. B. of *etc.* [solicitor for the above-named
] make oath and say as follows—

I did on the day of 19 before the hour of six [*Two, if served on Saturday*] in the afternoon, serve X. Y. the solicitor for the above-named [C. D.] in this action with a true copy of the summons [*or application*] [*hereto annexed*] now produced and shown to me marked "A" by leaving it at the office [*or place of business*] of the said X. Y. situate and being [*state address*] the address for service in this action with a Clerk [*or as the case may be*] there.

Sworn etc.

This affidavit is filed on behalf of the .

Affidavit of Service of Notice of Motion

[Heading]

I, A. B. of *etc.* make oath and say as follows—

1. On the day of instant, before the hour of six in the afternoon [*Two, if served on Saturday*], I personally served G. H. [or E. F.] the solicitor in this action [*or matter*] for the above-named C. D. [*or A. B.*] with a true copy of the notice hereunto annexed [*or if not served personally omit the word “personally”*], and add by delivering such copy to and leaving the same at the office or place of business [*or dwelling-house*] of the said G. H. [or E. F.] situate at with a clerk [*or as the case may be*] of the said G. H. [or E. F.].

Sworn etc.

This affidavit is filed on behalf of

Notice of Payment into Court

(Order XXII, Rule 1)

[Heading]

TAKE NOTICE that the defendant [C. D.] has paid into Court £ and says that (£ part of) that sum is enough to satisfy the plaintiff's claim (for and £ the other part of that sum is enough to satisfy the plaintiff's claim for) and admits (but denies) liability therefor.

Dated the day of 19 .

(Signed)

Solicitor for the defendant C. D.

To Mr. X. Y. the plaintiff's Solicitor
[and to Mr. R. S. Solicitor for the defendant E. F.].

Received the above sum of pounds
 shillings and pence into Court in this action.
 Dated the day of 19 .

Acceptance of Sum Paid into Court

(Order XXII, Rule 2)

[Heading]

TAKE NOTICE that the plaintiff accepts the sum of £ paid by the defendant (C. D.) into Court in satisfaction of the claim in respect of which it was paid in (and abandons his other claims in this action).

(Signed)

Plaintiff's Solicitor.

To Mr. P. Q., Solicitor for the defendant C. P.
 [and Mr. R.S., Solicitor for the defendant E. F.].

Affidavit in Support of Garnishee Order

In the High Court of Justice.

Division

19 No.

Between

Judgment creditor.

and

Judgment debtor.

I, of , the above-named judgment creditor [or solicitor for the above-named judgment creditor] make oath and say as follows—

1. By a judgment of the court given in this action and dated the day of 19 it was adjudged that I [or the above-named judgment

creditor] should recover against the above-named judgment debtor the sum of £ and costs to be taxed, and the said costs were by a taxing officer's certificate dated the day of 19 allowed at £ .

2. The said still remains unsatisfied to the extent of £ and interest amounting to £ [together with £ additional costs, and there is now due thereon the sum of £].

3. I am informed by [*here set out grounds of belief*] and verily believe that [*name, address, and description of garnishee*] is indebted to the judgment debtor in the sum of £ or thereabouts. [*If the amount is not known say "in an amount the particulars of which I have been unable to ascertain".*]

4. The said is within the jurisdiction of this court [or in the case of partners say "The said carry on business within the jurisdiction of this court"].

[5. *In the case of an affidavit by an officer of a limited company.*

I am enabled from my own knowledge to depose to the above facts and am duly authorised to make all necessary affidavits on behalf of the above-named judgment creditors where from my own knowledge of the facts I am able to do so.]

Sworn etc.

Where the plaintiff is the debtor instead of creditor, as for costs or otherwise, the affidavit should be intituled "Between A. B. (the defendant) judgment creditor [or creditor by order], and C. D. (the plaintiff) judgment debtor (or debtor by order)."

Affidavit of Garnishee Disputing Liability

[Heading]

I, A. B. of etc. the above-named garnishee, make oath and say as follows—

1. At the time of the service on me of the garnishee order *nisi* in this action, namely the day of 19 I was indebted to E. F. the above-named judgment debtor in the sum of £ only, I having on the day of 19 paid over to the said E. F. or to his order the sum of £ part of the amount owing by me to him.

2. As against the said sum of £ now due from me to the said E. F. I have a claim for £ amount of a set-off due from the said E. F. to me for goods sold and delivered [*or as the case may be*].

3. On the above-named facts I therefore submit that I should not be called upon to pay over to the judgment creditor the said sum of £ until my claim [for damages, or set-off] has been adjudicated upon.

Sworn etc.

Filed on behalf of , the garnishee.

.

PART III

ARBITRATION ACT, 1889; WORKMEN'S COMPENSATION ACT, 1925

ARBITRATION ACT, 1889

(Arbitration Out of Court)

Submission under Hand to Single Arbitrator)

WE, the undersigned, A. B. of *etc.* and C. D. of *etc.* hereby agree that E. F. of *etc.* shall decide all matters in difference between us, and for that end shall have all the powers conferred by the Arbitration Act, 1889, upon a sole arbitrator, and may direct either of us to do or submit to any act, to sign or execute any instrument or instruments, and may obtain such professional or other assistance as he may think fit, and we further agree that (the cost of the reference and award shall abide the event of the award) this submission shall continue in force notwithstanding the death of either of us.

AS WITNESS our hands this day of
19 .

SIGNED by the said }
in the presence of }

SIGNED by the said }
in the presence of }

A submission, unless a contrary intention is expressed therein, is irrevocable except by leave, and is to have the same effect as if made an order of Court (Section 1). It is to be deemed, unless a contrary

intention is expressed therein, to contain the provisions set forth in the First Schedule to the Act, which inter alia provide that if no other method of reference is provided, the reference shall be to a single arbitrator.

Submission by Deed of Differences under a Deed

THIS DEED made the day of 19
BETWEEN A. B. of *etc.* of the one part and C. D.
of *etc.* of the other part. (*Recite deed between A. B.
and C. D., also commencement of action, if any, by
A. B. against C. D. and its object.*)

AND WHEREAS the said A. B. and C. D. are desirous of putting an end to the said action, and have therefore agreed to refer the subject-matter thereof to arbitration in manner hereinafter appearing.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement each of them the said A. B. and C. D. so far as the covenants herein contained are to be performed by him doth hereby for himself his heirs executors and administrators agree with the other of them his executors and administrators in manner following, that is to say—

It shall be and is hereby referred to E. F. of *etc.* (or to E. F. of *etc.* and G. H. of *etc.* or in the event of their disagreement to their Umpire, *as the case may be*) to determine and award—

1. (*Here state the questions to be referred.*)
2. By and to whom the costs of the said action (if any) and of this reference ought to be paid and whether the same respectively ought to be paid as between party and party or as between solicitor and client.

3. All other matters in controversy which may arise out of the said action or this reference or in anywise relating thereto.

4. (The said E. F. and G. H. shall within fourteen days from the date of these presents appoint an umpire.)

5. The said award shall be made and published in writing under the hand(s) of the said arbitrator(s) (*or* umpire) on or before the day of
19 or within such extended time not exceeding calendar months after that day as he (*or* they) shall in writing under his (*or* their) hand(s) appoint.

6. The said arbitration shall be conducted in all respects according to the provisions of the Arbitration Act, 1889, and shall have all the incidences and consequences of an arbitration under that Act, so far as the same is applicable thereto, having regard to the provisions of these presents.

7. The said A. B. and C. D. will abide by and perform and observe the said award in all respects.

8. This submission shall continue in force notwithstanding the death of either of them the said A. B. and C. D.

IN WITNESS etc.

Revocation of Submission

In the Matter of the Arbitration Act, 1889
and

In the Matter of an Arbitration between A. B.
and C. D.

I, A. B. of *etc.* pursuant to the leave of the
Honourable Mr. Justice , one of the Judges

of His Majesty's High Court of Justice,
Division, in this behalf, do hereby revoke all the
power and authority which by an agreement in
writing [*or by a deed*] dated the day of
19 and made between me of the one part and
C. D. of the other part were conferred upon Y. Z.
of *etc.* the arbitrator thereby appointed to award
and determine on certain matters in difference
between me and the said C. D. AND I hereby dis-
charge and prohibit the said Y. Z. from making
any award or taking any other step in the said
arbitration.

AS WITNESS my hand [*or my hand and seal, as
the case may require*] this day of 19 .

Signed [sealed and }
delivered] etc. }

Appointment of an Arbitrator under a Submission

To E. F. of *etc.*

WHEREAS by a deed [*or agreement in writing,
as the case may be*] dated the day of
19 and made between A. B. of *etc.* of the one
part and C. D. of *etc.* of the other part it is pro-
vided that all differences between the parties
thereto shall be referred to an arbitrator [*or to two
arbitrators or their umpire, as the case may be*] as
therein mentioned.

AND WHEREAS differences within the meaning
of the said provision have arisen and are now pend-
ing between the parties to the said deed [*or
agreement*].

Now therefore in pursuance of the said provision
WE the said A. B. and C. D. [*or I, the said A. B.
or C. D., as the case may be*] do hereby appoint

you the above-named E. F. to be the arbitrator to whom [together with the arbitrator appointed *or* to be appointed by the said C. D. or A. B., *as the case may be*] the said differences shall be referred and we [I] hereby call upon you to act in the said reference.

AS WITNESS our hands [*or my hand*] this
day of 19 .

Signed etc.

**Notice to Concur in Appointment of a Single
Arbitrator**

To (*Opponent*).

TAKE NOTICE that I require you in accordance with the provisions of clause of the (agreement between us dated (*etc.*)) to concur with me in the appointment of an Arbitrator for the settlement of the disputes which have arisen between us under the terms of (the said agreement) (and that in default of your so concurring within seven days after the service of this notice upon you I intend without further notice to apply to the court to appoint an Arbitrator).

Dated the day of 19 .

(*Signed*)

Request to One of the Parties to Appoint an Arbitrator
To (*Opponent*).

TAKE NOTICE that in respect of the disputes and differences which have arisen between us under the terms of an (Agreement) dated (*etc.*) I have this day appointed (*Arbitrator*) of (*etc.*) to be the Arbitrator on my behalf AND that I call upon you

with notice to appoint his Arbitrator, I hereby appoint and call on you to act as sole Arbitrator in the reference.

As WITNESS my hand this day of
19 . (Signed)

To E. F. of etc.

Notice to Arbitrator of Revocation of His Authority

In the Matter of an Arbitration between A. B.
and C. D.

I, the above-named A. B. hereby give you notice that by leave of [the Honourable Mr. Justice one of the Judges of] His Majesty's High Court of Justice, I have by a writing [*or deed*] under my hand [and seal] made on the day of 19 revoked your authority as Arbitrator in this matter. AND I hereby discharge and prohibit you from further proceeding in the said arbitration.

As WITNESS my hand this day of
19 . (Signed)

To E. F. of etc.

Notice by Arbitrators of Time and Place for Proceeding

In the Matter of a Reference to Arbitration between and dated the day of 19 .

To the said _____ and
their Solicitors or Agents.

TAKE NOTICE that I [we] the undersigned A. B. [and C. D.] being the Arbitrator(s) appointed in this matter do hereby appoint day the

day of 19 at o'clock in the noon
 at (*place where the Arbitration is to be held*) to pro-
 ceed with the said Arbitration when and where
 your attendance together with your Witnesses is
 hereby required.

AS WITNESS our hands this day of
 19 .

A. B. }
 [C. D.] } *Arbitrator(s)*

Witness to the signatures
 of the said A. B. [and C. D.]

Notice by Arbitrator that Award is Ready

In the Matter of a Reference to Arbitration be-
 tween M. N. and O. P. dated the day of
 19 .

As the Arbitrator(s) appointed in the above mat-
 ter I [WE] HEREBY GIVE YOU NOTICE that I [WE]
 have made and published my [our] Award in writ-
 ing respecting the matters in difference between
 the above-named M. N. and the above-named O. P.
 and referred to me [us] under a Submission or
 Reference to Arbitration dated the day of
 19 and that my [our] said Award lies at
 ready for delivery to the party first applying for
 the same on payment to me [us] of the costs of the
 Reference and Award which amount to the sum
 of £ .

Dated this day of 19 .

(Signed) (*Arbitrator(s)*)

To the above-named M. N. and O. P.
 and to their Solicitors or Agents.

WORKMEN'S COMPENSATION ACT, 1925¹

Answer by Respondents [Form 18]

In the County Court of .

Holden at . No. of Matter .

In the Matter of an Arbitration between

[A. B.] (*Applicant*)

and

[C. D.] (*Respondent*)

TAKE NOTICE—

That the respondents, G. H. , disclaim any interest in the subject-matter of the above arbitration.

Or

That the respondents, G. H. & Co. Limited state that the applicant's particulars filed in this matter are inaccurate or incomplete in the particulars hereto annexed.

Or

That the respondents, G. H. & Co. Limited desire to bring to the notice of the Judge (*or* Arbitrator) the facts stated in the particulars hereto annexed.

Or

That the respondents, G. H. & Co. Limited intend at the hearing of the arbitration to give evidence and rely on the facts stated in the particulars hereto annexed.

¹ *The forms used in connection with proceedings under this Act are prescribed by the Workmen's Compensation Rules of 1926 (as amended). The Forms of Application for Arbitration are printed and obtainable from the County Court Offices. These forms are not therefore given here.*

Or

That the respondents, C. D. & Co. Limited deny their liability to pay compensation under the Act in respect of the injury to A. B. mentioned in the applicant's particulars, on the grounds stated in the particulars hereto annexed.

PARTICULARS

1. *Particulars in which the particulars filed by the Applicant are inaccurate or incomplete.*

2. *Facts which the Respondents desire to bring to the notice of the Judge (or Arbitrator).*

That the applicant A. B. refuses to submit himself to medical examination as required by (or obstructs the medical examination required by) the respondents C. D. & Co. Limited in accordance with Section 18 of the Act (*or* refuses to submit himself for examination by a medical referee as ordered) (*or* obstructs the examination by a medical referee ordered) in accordance with Section 19 of the Act.

(Or as the case may be)

3. *Facts which respondents C. D. & Co. Limited intend to give in evidence and rely on at the hearing of the arbitration.*

That notice of the alleged accident (*or* death, disablement, *or* suspension) was not given to the respondents as required by the Act; *or*

That the claim for compensation was not made on the respondents within the time limited by the Act; *or*

That a scheme of compensation (benefit *or*

insurance) for the workmen of the respondents C. D. & Co. Limited has been duly certified by the Registrar of Friendly Societies, and such certificate was in force at the date of the alleged accident, and the said C. D. & Co. Limited contracted with the said applicant A. B. (or with the deceased workman) by a contract which was in force at the date of the alleged accident, that the provisions of the said scheme should be substituted for the provisions of the Act, and the said C. D. & Co. Limited are consequently liable only in accordance with the said scheme.

(Or as the case may be)

4. *Grounds on which the Respondents deny their liability to pay Compensation.*

(i) That the applicant A. B. is (or the deceased workman was) not a workman to whom the Act applies; *or*

(ii) That the injury to the applicant (or to the deceased workman) was not caused by accident arising out of and in the course of his employment; *or*

(iii) That the injury to the applicant (or to the deceased workman) was attributable to the serious and wilful misconduct of the applicant (or of the deceased workman) and did not result in death or serious and permanent disablement; *or*

(iv) That at the time of the alleged accident the applicant (or the deceased workman) was not immediately employed by the respondents, but was employed by of a contractor with the respondents for the execution

by or under such contractor of work undertaken by the respondents, and the accident occurred elsewhere than on, in, or about premises on which the respondents had undertaken to execute the work or which were otherwise under the control or management of the respondents;
or

(v) That the injury to the applicant (*or* to the deceased workman) was caused under circumstances creating a legal liability in a person other than the respondents, to wit, (*name and address of such person*) to pay damages in respect thereof, and the applicant (*or* the deceased workman) has taken proceedings against the said and has recovered damages from him;
or

In Case of Industrial Disease

(vi) That the applicant (*or* the deceased workman) at the time of entering the employment of the respondents wilfully and falsely represented himself in writing as not having previously suffered from the disease mentioned in the applicant's particulars; *or*

(vii) That the disease mentioned in the applicant's particulars was not contracted whilst the applicant (*or* the deceased workman) was in the employment of the respondents; *or*

(viii) That the disease mentioned in the applicant's particulars was not due to the nature of the employment in which the applicant (*or* the deceased workman) was employed by the respondents.

(Or as the case may be)

AND FURTHER TAKE NOTICE that the names and addresses of the said respondents and their solicitors are—

Of the Respondents,
C. D. & Co. Limited.
Of their Solicitors,

Dated this day of 19 .

(Signed)

Solicitors for the Respondents.
C. D. & Co. Limited.

To the Registrar of the Court, and
To the Applicant, A. B., and
To the Respondents
(if any, naming them).

NOTE. *The above Form has to be used as a Precedent.*

**Notice by Respondent Offering to Pay a Weekly or Lump
Sum With or Without a Denial of Liability in the
Case of an Injured Workman [Form 15]**

[Heading as in Request for Arbitration]

TAKE NOTICE—

That the Respondents C. D. & Co. Limited admit their liability to pay compensation in the above-mentioned matter.

And they hereby submit to pay to the applicant the sum of £ in satisfaction of such liability.

(Or, And in satisfaction of such liability they hereby submit to pay to the applicant the weekly sum of £ , such weekly payment to commence as from the day of 19 , and to continue during the total or partial incapacity of the applicant for work, or until the same shall

be ended, diminished, increased, or redeemed in accordance with the provisions of the above-mentioned Act.)

And submit to pay to the applicant forthwith the amount of such weekly payments calculated from the day of 19 until the first Saturday [*or other usual pay day*] after this submission is recorded as an agreement and to pay thereafter the said sum of £ to the applicant on Saturday [*or other usual pay day*] in every week.

[*Or, where liability is denied*]

TAKE NOTICE—

That the respondents, C. D. & Co. Limited, hereby submit to pay to the applicant the sum of £ in satisfaction of the compensation payable in the above-mentioned matter.

[*Or, That the Respondents, C. D. & Co. Limited, in satisfaction of the compensation payable in the above-mentioned matter, hereby submit to pay to the applicant the weekly sum (follow form above down to the words “in every week”).*]

AND FURTHER TAKE NOTICE that, notwithstanding such submission, the Respondents deny their liability.

AND FURTHER TAKE NOTICE that the address of the said Respondents is as follows (*state the address*).

Dated this day of 19 .

(*Signed*)

Solicitors for the Respondents.
C. D. & Co. Limited.

To the Registrar of the Court, and
To the Applicant, A. B.

**Notice by Respondent Offering a Lump Sum with or Without
a Denial of Liability in the Case of a Deceased
Workman [Form 15a]**

[Heading as in Request for Arbitration]

TAKE NOTICE—

That the respondents, C. D. & Co. Limited, admit their liability to pay compensation in the above-mentioned matter, and herewith pay into court the sum of £ in satisfaction of such liability.

[Or, where liability is denied]

TAKE NOTICE—

That the respondents, C. D. & Co. Limited, hereby submit to pay the sum of £ in satisfaction of the compensation payable in the above-mentioned matter.

[Or, That the Respondents, C. D. & Co. Limited, herewith pay into court the sum of £ in satisfaction of the compensation payable in the above-mentioned matter.]

AND FURTHER TAKE NOTICE that, notwithstanding such submission *[or payment into court]* the Respondents deny their liability.]

AND FURTHER TAKE NOTICE that the address of the said Respondents is as follows *(state the address)*.

Dated the day of 19 .

(Signed)

Solicitor for the Respondents,
C. D. & Co. Limited.

To the Registrar of the Court, and

To the Applicant A. B., and

To the Respondents *(if any, naming them)*.

**Notice of Acceptance of a Weekly or Lump Sum Offered
in the Case of an Injured Workman [Form 18]**

[Heading as in Request for Arbitration]

TAKE NOTICE—

That the applicant accepts the sum of £
offered by the Respondents, C. D. & Co. Limited,
in satisfaction of the compensation payable in the
above-mentioned matter.

[Or, That the applicant accepts the weekly sum
offered by the respondents, C. D. & Co. Limited,
in satisfaction of the compensation payable in the
above-mentioned matter.]

Dated the day of 19 .

(Signed)

Solicitor for the Applicant,
A. B.

To the Respondents, and
To the Registrar.

**Notice of Acceptance of a Lump Sum Offered in the Case
of a Deceased Workman [Form 18a]**

[Heading as in Request for Arbitration]

TAKE NOTICE—

That the applicant accepts the sum of £
offered by the respondents, C. D. & Co. Limited,
in satisfaction of the compensation payable in the
above-mentioned matter.

Dated the day of 19 .

(Signed)

Solicitor for the Applicant,
A. B.

To the Respondents, and
To the Registrar.

Notice of an Application for an Order as to Costs
[Form 18c]

[Heading as in Request for Arbitration]

TAKE NOTICE that I intend to apply to the judge
at on the day of 19 at the
hour of in the noon (*in case of a notice by
a solicitor* on behalf of , of), for an
order directing how and by whom the costs of
these proceedings should be borne and for such
further or other order as the circumstances may
require.

Dated this day of 19 .

(Signed)

Applicant.

(or Applicant's Solicitor) (or as
the case may be).

To the Registrar of the Court,
and to .
and to (all parties interested).

Form of Memorandum under Sections 23, 24, and 25
[Form 36]

(i) *In Case of Injury to Workman
by Accident*

To the Registrar of the County Court of ,
holden at .

In the Matter of the Workmen's Compensation
Act, 1925,

and

In the Matter of an Arbitration between
of Applicant

and

of Respondents.

Or, where the matter has been decided by agreement without arbitration

In the Matter of an Agreement between
of
and
of .

BE IT REMEMBERED, that on the day of
19 , personal injury was caused at [*state
place of accident*] to the above-named a
workman under no legal disability [*or an infant of
the age of years*], by accident arising out of and
in the course of his employment.

And that on the day of 19 , the
following agreement was come to by and between
the said and the said , that is to
say—¹

[*Or, That on the day of 19 , the
following decision was given by a committee
representative of the said and their work-
men, having power to settle matters under the
above-mentioned Act in the case of the said
and their workmen, that is to say:*].

[*Or, And that on the day of 19 ,
the following award was made and given by me,
the undersigned, being an arbitrator agreed on by
the said and the said , that is to
say:*].

[*Here set out copy of agreement, decision or
award.*]

[*If a medical referee has been appointed to report,
add*]

¹ *E.g. that the said should pay and the said should
receive the sum of £ in full settlement of all claims of the said
under the above-mentioned Act.*

A copy of the report of Mr. , a medical referee appointed to report in the above-mentioned matter, is hereunto annexed.

[*Add, if so,* The said Mr. attended the arbitration on the day of 19 .]

You are hereby requested to record this memorandum, pursuant to Section 23 of the above-mentioned Act.

Dated this day of 19 .

(ii) *In Case of Injury to Workman by
Industrial Disease*

[Heading as above]

BE IT REMEMBERED that on the day of Mr. , the certifying surgeon appointed under the Factory and Workshop Act, 1901, for the district of [or, Mr. , one of the medical referees appointed by the Secretary of State, for the purposes of the Workmen's Compensation Act, 1925] certified that A. B. of , a workman under no legal disability [or, an infant of the age of years] was suffering from , a disease coming within Section 43 of the Workmen's Compensation Act, 1925, and was thereby disabled from earning full wages at the work at which he was employed.

[Or, That on the day of 19 , A. B. of , a workman under no legal disability [or an infant of the age of years] was in pursuance of special rules [or regulations] made under the Factory and Workshop Act, 1901] suspended from his usual employment on account of his having contracted , a disease coming within

Section 43 of the Workmen's Compensation Act, 1925.]

And that the said A. B. alleged that the above-mentioned disease was due to the nature of his employment in [describe employment], and that he was last employed in such employment within the twelve months previous to the date of disablement or suspension by C. D. & Co. Limited of

And that on the day of 19 the following agreement etc. (*as in previous form*).

[If a medical referee has been appointed to report, add, *as in previous form*]

You are hereby requested etc. (*as in previous form*).

(iii) *Where Death Resulted from the Injury*

[Heading as above]

BE IT REMEMBERED that on the day of 19 personal injury was caused at [*state place of accident*] to late of deceased, by accident arising out of and in the course of his employment, and that on the day of 19 the said died as the result of such injury.

And that on the day of 19 the following agreement was come to by and between the dependants of the said within the meaning of the above-mentioned Act, and the said, that is to say—

[*Or, as in previous forms*]

You are hereby requested etc. (*as before*).

(iv) *Where Death Resulted from Industrial Disease*

[Heading as before]

BE IT REMEMBERED, that on the day of
 19 , Mr. , the certifying surgeon
 under the Factory and Workshop Act, 1901, for
 the district of [or Mr. one of the medi-
 cal referees appointed by the Secretary of State
 for the purposes of the Workmen's Compensation
 Act, 1925], certified that A. B. of was
 suffering from a disease coming within Sec-
 tion 43 of the Workmen's Compensation Act, 1925,
 and was thereby disabled from earning full wages
 at the work at which he was employed; and on
 the day of 19 the said A. B. died,
 his death being caused by the said disease.

[Or, That on the day of A. B. of
 was in pursuance of etc. *as before.*]

[Or, That on the day of A. B., late
 of , died, his death being caused by ,
 a disease coming within Section 43 of the Work-
 men's Compensation Act, 1925.]

And that the dependants of the said A. B. allege
 that the above-mentioned disease was due to the
 nature of the employment of the said A. B. in
 (*describe employment*), and that he was last
 employed in such employment within the twelve
 months previous to his disablement or suspension
 [or, *if the workman died without having obtained a
 certificate of disablement, or was not at the time of
 his death in receipt of a weekly payment on account
 of disablement, within the twelve months previous
 to his death*] by C. D. & Co. Limited.

And that on the day of 19 , the following agreement, etc.

You are hereby requested, etc.

Dated this day of 19 .

The above Forms must be adapted according to the circumstances of the case and the matter decided, and be signed in accordance with Rule 44, paras. 1 and 2.

Information to be Supplied where a Memorandum of Agreement as to any Matter referred to in Paragraph (1) of Rule 51 is Presented for Registration [Form 37]

(A) *In Case of Agreement with Injured Workman*

[Heading as in Memorandum]

(a) A. B. named in the memorandum of agreement presented for registration in this matter was at the date of the accident [or disablement or suspension] years of age.

(b) He was employed as , and his average weekly earnings computed in accordance with the above-mentioned Act were .

(c) He was injured by , and the nature of his injury was as follows—

(d) He was totally incapacitated for work for a period of , but recovered and was fit to resume his ordinary work on the day of 19 .

[Or, He was and is at present totally incapacitated for work, but is expected to recover and to be fit to resume his ordinary work in about .]

[Or, He was totally incapacitated for work for a period of , and is now partially incapacitated, but such partial incapacity is not likely to be permanent, and he is expected to recover and to be fit to resume his ordinary work in about .]

[Or, He was and is totally incapacitated for work, and such incapacity is likely to be permanent.]

[Or, He was totally incapacitated for work for a period of , and is still partially incapacitated and such partial incapacity is likely to be permanent, but he is able to do light work, and it is estimated that he is able to earn an average weekly amount of in some suitable employment or business:]

[Or as the case may be.]

(e) The said received the following payments, allowances, or benefits from his employers previous to the date of the agreement, viz.

[Here state payments made, and where a weekly payment has been made, the amount of such payment, and the period for which it was paid.]

(f) The said is [or is not] an insured person within the meaning of the National Insurance Act, 1924.

[Add, if he is an insured person—

Name of his Approved Society (and of Branch, if any).

Address of Head Office of Society.

His membership number therein.]

[Or if he is not a Member of an Approved Society—

Name of the Insurance Committee for the area in which he resides.

Address of Insurance Committee.

His Membership number in the Deposit Contributor's Fund.]

[State name and address.]

Dated this day of 19 .

(B) *Where Death Resulted from the Injury or
Industrial Disease*

[Heading as in Memorandum]

(a) A. B. named in the memorandum of agreement presented for registration in this matter, was at the date of the accident [or disablement or suspension or death] years of age.

(b) He was employed as , and his earnings in the employment of during the three years next preceding the injury in the said memorandum mentioned [or his average weekly earnings during the period of his employment under] were .

(c) He left the following dependants wholly dependant upon his earnings, and the following dependants partially dependent, viz.—

[Here state dependants, with their relationship to deceased, their ages, and particulars showing how and to what extent they were dependent.]

[Or, He left no dependants wholly dependent upon his earnings, but left the following dependants partially dependent, viz.—

[Here state particulars, with their relationship to the deceased, their ages, and particulars showing how and to what extent they were dependent.]

(d) The said received the following payments, allowances, or benefits from his employers after the accident [or disablement or suspension] viz.—

Dated this day of 19 .

Notice Disputing Genuineness of Memorandum, or Notice
by Employer Objecting to Memorandum being
Recorded [Form 39]

[Heading as in Memorandum]

(1) *Notice Disputing Genuineness of
Memorandum*

TAKE NOTICE that (state name of party
disputing), a party [or parties] interested, disputes
[or dispute] the genuineness of the memorandum
sent to you for registration in the above-men-
tioned matter on the following grounds—

[Here state grounds, as e.g.]

(a) That no such agreement has in fact been
entered into; or

(b) That the terms of the agreement are not cor-
rectly stated in the memorandum; or

(c) That the agreement is no longer subsisting
or enforceable; or

(d) That the agreement is not enforceable by
reason of its having been entered into under a
mutual mistake [or having been obtained by fraud]
[or undue influence] [or improper means].

Dated this day of 19 .

[To be signed by the party disputing
or his solicitor, or in case of employers
by their duly authorised official, em-
ployee, or agent.]

To the Registrar.

(2) *Notice by Employer Objecting to
Memorandum being Recorded*

TAKE NOTICE that (state name of employer)
objects [or object] to the memorandum sent to you

for registration in the above-mentioned matter being recorded on the ground that the above-mentioned (*workman*) has in fact returned to work, and is earning the same wages as he did before the accident.

Dated this day of 19 .

[*To be signed by the employer or his solicitor, or duly authorised official, employee, or agent.*]

To the Registrar.

Application for Summons of Medical Referee as Assessor
[Form 46]

[Heading as in Request for Arbitration]

The applicant [*or* respondent] applies to the judge to summon a medical referee to sit with him as an assessor, on the ground that questions are likely to arise in the arbitration as to the condition of the applicant or his fitness for employment [*or as the case may be*], and that it is desirable that the judge should have the assistance of a medical referee in the determination of such questions.

Dated this day of 19 .

(*Signed*) A. B. Applicant,
or

Solicitor for the Applicant.
[*or as the case may be*]

To the Registrar of the Court

I direct a medical referee to be summoned to sit with me as an assessor.

Judge.

Application for Reference to Medical Referee under
Section 19 (2) [Form 49]

In the County Court of holden at .

In the Matter of the Workmen's Compensation
Act, 1925.

In the Matter of a claim for compensation made
by A. B. of , against C. D. & Co. Limited
of .

Or, where an arbitration is pending,

In the Matter of an arbitration between A. B.
of (*address*)

(*description*) Applicant

and

C. D. & Co. Limited

of (*address*)

(*description*) Respondents.

*Or, where application is made after weekly payment
has been settled,*

In the matter of an agreement [*or a decision or
an award or a certificate*] recorded in the above-
mentioned Court as to the weekly payment pay-
able to A. B. , of , by C. D. &
Co. Limited of .

APPLICATION is hereby made to the court on
behalf of the above-named A. B. and C. D. & Co.
Limited, for a reference in the above-mentioned
matter to a medical referee pursuant to sub-sec-
tion (2) of Section 19 of the above-mentioned Act
under the following circumstances—

1. On the day of 19 notice was
given by [*or on behalf of*] the above-mentioned
A. B. to the above-mentioned C. D. & Co. Limited,
of personal injury caused to the said A. B. by

accident arising out of and in the course of his employment, in respect of which injury the said A. B. claims compensation from the said C. D. & Co. Limited under the said Act.

Or, where arbitration is pending,

1. An arbitration under the said Act is pending between the above-mentioned A. B. and the above-mentioned C. D. & Co. Limited as to the amount of compensation payable to the said A. B. under the said Act in respect of personal injury caused to him by accident arising out of and in the course of his employment.

Or, where weekly payment has been settled,

1. Under an agreement [*or a decision or an award or a certificate*] in the above-mentioned matter, recorded in this Court on the day of 19 a weekly payment is payable to the above-mentioned A. B. by the above-mentioned C. D. & Co. Limited as compensation in respect of personal injury caused to the said A. B. by accident arising out of and in the course of his employment.

2. The weekly payment claimed by [*or payable*] to the said A. B.

3. A question has [*or questions have*] arisen between the said A. B. and the said C. D. & Co. Limited as to the condition [*or fitness for employment*] of the said A. B. [*or as to whether [or to what extent] the incapacity of the said A. B. is due to the accident [or as to the condition [or fitness for employment] of the said A. B., and as to whether [or to what extent] the incapacity of the said A. B. is due to the accident], and no agree-*ment can be come to between the said C. D. & Co.

Limited and the said A. B. with reference to such question [*or questions*].

4. The said A. B. has submitted himself for examination by a medical practitioner provided by the said C. D. & Co. Limited, [*or has been examined by a medical practitioner selected by himself*] [*or, if so, the said A. B. has submitted himself for examination by a medical practitioner provided by the said C. D. & Co. Limited, and has also been examined by a medical practitioner selected by himself*], and a copy of the report of the said practitioner is [*or copies of the reports of the said practitioners are*] annexed to this application.

The applicants request that an order may be made referring the matter to a medical referee for his certificate as to the condition of the said A. B. and his fitness for employment, specifying if necessary the kind of employment for which he is fit [*or for his certificate whether*] [*or to what extent*] the incapacity of the said A. B. is due to the accident] [*or for his certificate as to the condition of the said A. B. and his fitness for employment, specifying if necessary the kind of employment for which he is fit, and as to whether*] [*or to what extent*] the incapacity of the said A. B. is due to the accident].

Dated this day of 19 .

(*Signed*)

Applicant

[*or Applicant's Solicitor*]

C. D. & Co. Limited.

Secretary.

[*or*

Solicitors for C. D. & Co. Limited]

To the Registrar.

PART IV
MISCELLANEOUS DOCUMENTS

LAW OF PROPERTY ACT, 1925; RENT AND
MORTGAGE INTEREST (RESTRICTIONS) ACTS,
1920 TO 1933; LICENSING CONSOLIDATION
ACT, 1910; RATING AND VALUATION ACTS,
1925 TO 1932; TRUSTEE ACT, 1925

**APPLICATION FOR DISCHARGE OR MODIFICATION
OF RESTRICTIVE COVENANTS
(LAW OF PROPERTY ACT, 1925, SECTION 84)¹**

Form of Request for Selection of Official Arbitrator
SECTION 84 OF THE LAW OF PROPERTY
ACT, 1925

REQUEST FOR SELECTION OF OFFICIAL
ARBITRATOR

To the Reference Committee,

121 Royal Courts of Justice, Strand, London,
W.C.2.

I (We), being the applicant(s) in the accompanying application, hereby request the selection pursuant to the above section of an official arbitrator to hear and determine the accompanying application.

Date

Signed ²

¹ *The following forms are prescribed by the Law of Property (Restrictive Covenants Discharge and Modification) Rules, 1933, by which Rules the procedure is laid down.*

² If the application is signed by an agent, add "by his (or their) agent."

FORM OF APPLICATION FOR DISCHARGE (WHOLE
OR PARTIAL) OR MODIFICATION OF A RESTRICTION
AS TO THE USER OF LAND OR THE BUILDING
THEREON

SECTION 84 OF THE LAW OF PROPERTY
ACT, 1925

Application for Discharge (or Modification) of a
Restriction Affecting Land

TO THE OFFICIAL ARBITRATOR SELECTED BY THE
REFERENCE COMMITTEE.

I, A. B. of being entitled to (*here insert nature of interest*) in (*here describe land in which the applicant is interested*)¹ which land is subject to a restriction of which particulars are set forth below hereby apply that the said restriction may be discharged wholly [or to the extent of (*here state extent of discharge applied for*)] [or may be modified by (*here state nature of modification applied for*)].

And I (We) make this application on the ground (*here state the ground of the application, whether it falls within paragraph (a) or paragraph (b) or paragraph (c) of sub-section (1) of the above section*).

The following are the required particulars respecting the restriction—

(a) The restriction (*here state nature of restriction*).

(b) The land affected or alleged to be affected by the restriction is (*here describe the land affected*) being freehold land (*or being leasehold land held for a term of more than seventy years of which fifty years have expired*).

(c) The restriction was imposed (*here state the*

¹ If there are more applicants than one the foregoing words should be repeated as regards each applicant.

manner, whether by covenant or otherwise, in which the restriction was imposed, and the date thereof).

(d) The consideration for the restriction was [*here state the nature and amount of the consideration (if any)*].

(e) The persons entitled to the benefit of the restrictions are (*here state the names and addresses of such persons and the nature of the interests by virtue of which they are entitled to the benefit of the restriction*).

Date

Signed ¹

Form of Objection to Application

SECTION 84 OF THE LAW OF PROPERTY ACT, 1925

In the Matter of an Application made by
under the above section.

To Official Arbitrator.

I, being entitled to the benefit of the restriction to which the above application relates as being entitled to (*here state nature of interest*) in (*here describe land in which objector is interested*) hereby object to the said application being acceded to on the ground that (*here state grounds of objection*) and in the event of the said restriction being discharged (*or modified*) I claim that compensation should be paid to the amount of £ as the amount of the loss I and my successors in title will suffer thereby (*or of the depreciation in the value of the said land occasioned thereby*).

Date

Signed ²

¹ If the application is signed by an agent, add "by their) agent."

his (or

² If the objection is signed by an agent, add "by agent."

his

**Form of Certificate of Compliance with Directions
of Official Arbitrator**

**SECTION 84 OF THE LAW OF PROPERTY
ACT, 1925**

Application No.

To the Reference Committee,

121 Royal Courts of Justice, Strand, London,
W.C.2.

I (We), being the applicant(s) herein hereby certify pursuant to Rule 6 (1) of the Law of Property (Restrictive Covenants Discharge and Modification) Rules, 1933, that the notices of this application determined pursuant to Rule 5 of the said Rules have been duly given in form and manner directed by the Official Arbitrator selected.

Dated

Signed¹

The remaining forms specified by the Order are the Form of the Order of the Official Arbitrator, and a Certificate of Payment or Satisfaction or Discharge of Compensation. Both these forms are prepared by the Official Arbitrator.

The fees payable on the application are fixed by the Law of Property (Restrictive Covenants Discharge and Modification) Fees Rules, 1933.

¹ If the certificate is signed by an agent, add "by their agent."

his (or

**RENT AND MORTGAGE INTEREST (RESTRICTIONS)
ACTS, 1920 to 1933**

Notice of Increase of Rent

To _____ Date _____
tenant of _____.

TAKE NOTICE that the rent of the above premises
will as from _____ be _____ per _____
(and as from _____ be _____ per _____).

Details showing how this rent is made up are
given below.

(Signed)

(Address)

| | £ | s. | d. | |
|---|----------|----------|----------|---------------|
| (a) Standard Rent of the premises | : | : | : | per |
| (b) per cent of £ | : | s. | d. | |
| (the net rent of the premises) | : | : | : | " " |
| (c) per cent of £ | : | s. | d. | |
| spent on improvements and structural alterations not including decorations and repairs to the premises | : | : | : | " " |
| (d) Increase of rates payable by the landlord in respect of the premises from £ s. d. in () to £ s. d. for the current rating period | : | : | : | " " |
| (e) per cent of £ | : | s. | d. | |
| being the net rent of the sub-tenancies (if any) in the house | : | : | : | " " |
| TOTAL RENT | <u>£</u> | <u>:</u> | <u>:</u> | <u>" "</u> |

Notice to Quit

TAKE NOTICE that you are hereby required to
quit and deliver up possession of the premises you
now hold of me situate at _____ in the

County of _____ on _____ the
of _____ 19 .

Dated this _____ day of _____ 19 .

(Signature)

To [*name of tenant*].

Notice of Offer of New Tenancy

**PURSUANT TO SECTION 1 OF THE RENT AND
MORTGAGE INTEREST RESTRICTIONS
(AMENDMENT) ACT, 1933**

TAKE NOTICE pursuant to the above Section that you are so required to give up possession of the above-named premises upon the date specified in the above notice to quit unless before that date an agreement for a new tenancy has been made, and hereby offer to grant you a new tenancy of the said premises as from the day of 19 upon the following terms, that is to say:

AND FURTHER TAKE NOTICE that if you retain possession of the said premises after the day of 19 without having made a new agreement upon terms other than those set out above you will be deemed by virtue of the above-named Act to retain possession upon the terms offered as aforesaid.

Dated this day of 19 .
To

(Signature)

Rent Book Notice

FORM of Notice to be inserted in every Rent Book, or similar document in respect of a house to which the Rent and Mortgage Interest Restrictions Acts apply.

- 1.—Address of Premises
 - 2.—Name and Address of Landlord.....
 - 3.—Name and Address of Agent (if any).....
 - 4.—The Standard Rent of the Premises is
- per

5.—The Current Rent includes £ : s. d.
per in respect of the permitted increase of
(40) per cent of the net rent, part of which is in
respect of the landlord's liability for repairs.

6.—If there is disagreement as to the rent
properly chargeable, the landlord, tenant, or sub-
tenant can apply to the County Court to settle the
question.

7.—If the tenant considers that the premises are
not in a reasonable state of repair, he is entitled
to apply to the sanitary authority for a certificate
to that effect. Where a certificate is granted, and
the tenant serves a copy of it on the landlord, the
tenant may deduct from the rent the whole of the
amount stated in paragraph 5 of this notice, until
the landlord has executed the necessary repairs to
the satisfaction of the sanitary authority. If, how-
ever, the landlord can prove to the County Court
that the condition of the house is due to the
tenant's neglect or default or breach of agreement,
he can recover all or part of the money withheld.

Alternatively, the tenant may apply to the
County Court for an Order reducing the rent. In
that case, he must satisfy the Court, by producing a
certificate from the sanitary authority or otherwise,
that the house is not in a reasonable state of repair.

The address of the sanitary authority is.....

8.—If the tenant sub-lets part of the premises
unfurnished, he must give the landlord a state-
ment in writing of the sub-letting, giving particu-
lars of occupancy, including the rent charged. The
penalty for failing to do this without reasonable
excuse, or for giving false particulars, is a fine not
exceeding £10. The particulars must be given to

the landlord within fourteen days after sub-letting, or if the rooms were already sub-let on the 18th July, 1933, not later than the 18th October, 1933. Where particulars have once been given to the landlord, it is not necessary to supply them again if the only change is a change of sub-tenant.

9.—A landlord is entitled to apply to the County Court for an Order for possession against a tenant who is over-charging his sub-tenant, and where the County Court has already fixed the proper rent for a sub-tenancy, a tenant who over-charges his sub-tenant is liable to a fine of £100.

**Application for Certificate of Reasonable Excuse for
Failure to Apply for Registration**

In the County Court of holden at .
In the Matter of the Rent and Mortgage Interest
Restrictions (Amendment) Act, 1933.

TAKE NOTICE that I, of
the Landlord of a dwelling-house situate at and
known as being desirous of registering the
said dwelling-house under sub-section (2) of Sec-
tion 2 of the above-mentioned Act and having
failed to apply for such registration within the
time prescribed hereby apply to the Court for a
certificate that there was reasonable cause for such
failure and I make my application on the following
grounds, namely—

(Here set out the circumstances)

Dated this day of 19 .

Applicant.

To the Registrar of the Court.

**Certificate of Reasonable Excuse for Failure to Apply
for Registration**

In the County Court of holden at .
In the Matter of the Rent and Mortgage Interest
Restrictions (Amendment) Act, 1933.

In the Matter of an application by
of
as Landlord of a dwelling-house situate and
known as .

This Court doth pursuant to the above-men-
tioned Act certify that there was reasonable excuse
for the failure of the above-named to
make application for the registration of the above-
mentioned dwelling-house within the time prescribed
in sub-section (2) of Section 2 of the said Act.

Dated this day of 19 .
Registrar.

**Notice of Determination that Principal Acts Apply to a
Registered Dwelling-house**

In the County Court of holden at .
In the Matter of the Rent and Mortgage Interest
Restrictions (Amendment) Act, 1933.

Pursuant to sub-section (5) of Section 2 of the
above-mentioned Act I hereby give you notice that
in a proceeding numbered and intituled
this Court on the day of 19 deter-
mined that the dwelling-house situate at and known as
as which has been registered under the
said section, is a dwelling-house to which the prin-
cipal Acts apply.

Dated this day of 19 .
Registrar.

To the Council.

Notice of Application for Transfer of Justices' Licence

To the Clerk to the Licensing Justices of the Petty
Sessional Division of [or Borough of
].¹

Publican's
licence.

Beer-house
licence
(on or off).

Beer-house
(off)
licence.

¹ It is not necessary to give notice to the Clerk to the Justices, but it is customary to do so. The notice may be given by either transferor or transferee.

| | |
|-----------------------------------|--|
| Cider licence (on or off). | An excise licence to sell cider by retail at the licensed premises situate etc. for consumption either on or off the premises. |
| Cider licence (off). | An excise licence to sell cider by retail etc. for consumption off the premises. |
| Wine licence (on or off). | An excise licence to sell wine etc. for consumption either on or off the premises. |
| Wine licence (off). | An excise licence to sell wine etc. for consumption off the premises. |
| Sweets licence (on or off). | An excise licence to sell sweets by retail etc. for consumption either on or off the premises. |
| Sweets licence (off). | An excise licence to sell sweets etc. for consumption off the premises. |

in substitution for who now holds the said
licence in respect of the said premises.

Dated this day of 19 .

(Signed)

Notice by Executors

To (*as in previous Form*)

WE, A. B. of etc. and C. D. of etc., the executors of the Will of E. F. late of etc. deceased who at the time of his death was authorised by virtue of the justices' licence granted to him at the General Annual Licensing Meeting for the licensing district of in the County of [or
Borough of in the County of]
held on the day of 19 to hold an
excise licence etc. [*as in previous Form*] do hereby
give notice that it is our intention to apply at the
Transfer Sessions to be holden at on the

day of next for the transfer of the above-mentioned licence to X. Y. now residing at
in the County of in substitution for the said
E. F. deceased. The said X. Y. has for six months
last past resided at and has for six
months last past carried on the trade or calling
of .

Given under our hands this day of
19 .

Notice of Application for Protection Order¹

To the Superintendent of Police of the District of
[or the Borough of].

TAKE NOTICE THAT I (*name of applicant*) of
(*address*) intend to apply to the Petty Sessional
Court sitting at on the day of
next for an authority to carry on the business
now [*or lately*] carried on by A. B. at
and there to sell any intoxicating liquor which
may now be sold on the said premises under
the excise licence duly granted to the said A. B.
in respect of the said premises until the holding of
the next Transfer Sessions [*or General Annual
Licensing Meeting*] whichever shall be first held.
For the six months last past I have resided at
 and carried on the trade or calling of
at .

Dated this day of 19 .

(*Signed*)

¹ In this case the applicant must be the proposed transferee.

RATING AND VALUATION ACTS, 1925 to 1932 (OUTSIDE METROPOLIS)

Notice of Objection to Draft Valuation List

TO THE ASSESSMENT COMMITTEE OF THE

ASSESSMENT AREA.

I, THE UNDERSIGNED, being a person aggrieved by the Draft Valuation List for the Rating Area of.....
in the above Assessment Area, hereby give you Notice that I object to the Assessment of the Property mentioned in the Schedule
hereunder on the following grounds—

DATED this.....day of.....19..... SIGNED.....

Address

SCHEDULE

| Assessment No. | Name of Occupier | Name of Owner | Description of Property | Name or Situation of Property | Estimated Extent | VALUES | | | |
|----------------|------------------|---------------|-------------------------|-------------------------------|------------------|--|---|---|----------------|
| | | | | | | Gross Value where required to be ascertained | Net Annual Value where it differs from Rateable Value | Hereditaments in column 10 not specified covered with | Rateable Value |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 Water |
| — | — | — | — | — | A. R. P. | — | — | — | — |

NOTES, 1. Any person aggrieved by the incorrectness or unfairness of any matter in the Draft Valuation List, or by the insertion therein or omission therefrom of any matter, or by the valuation as a single hereditament of a building or a portion of a building occupied in parts, or otherwise with respect to the List, may lodge an objection with the Assessment Committee at any time before the expiration of 25 days from the date on which the Draft List was deposited (Rating and Valuation Act, 1925, Section 26 (1)).

2. This Notice of Objection must specify the grounds of objection (R. & V. Act, 1925, Fourth Schedule, Part II, Rule 1).

Proposal for Amendment of Valuation List
Assessment Area.

To the Council of the Rating Area.

TAKE NOTICE that I [we] A. B. of etc. (*address*) being a person aggrieved by the Valuation List in force in the Rating Area in respect of the entry therein relating to the property of which I am the owner [occupier], namely—

[Insert copy of entry as in Valuation List]

hereby make the following proposal for the amendment of the said List namely—

[Set out proposal]

AND FURTHER TAKE NOTICE that the grounds on which the proposed amendment is supported are—

[Set out grounds]

Dated this day of 19 .

(*Signed*)

(*Address*)

The proposal may be signed by the applicant, his agents, or solicitors.

Notice of Objection to Proposal for Amendment
Assessment Area.

To the Council of the Rating Area.

TAKE NOTICE that I [we] A. B. of etc. (*address*) object to the proposal made by (*name, address, and description*) and dated the day of 19 for the amendment of the Valuation List in force in the Rating Area in respect of the entry

relating to the property hereunder mentioned,
namely—

[Insert copy of entry as in Valuation List]

AND FURTHER TAKE NOTICE that the grounds of
this objection are as follows—

[State grounds of objection]

Dated this day of 19 .

(Signed)

Notice of Appeal to Quarter Sessions

Assessment Area.

To the Clerk of the Peace for the County [Borough]
of ,

To the Assessment Committee.

To the Council of the Rating Authority.

TAKE NOTICE that I A. B. of etc. being a person
aggrieved by the decision of the above-named
Assessment Committee given on the day of
19 on the hearing of an objection to the
Draft Valuation List for the Rating Area
in the above-named Assessment Area [*or* on the
hearing of a proposal for an amendment of the
Valuation List in force for the Rating
Area in the above-named Assessment Area] in
respect of the entry in the said List relating to the
following property—

[Insert copy of entry in Valuation List]

do intend to appeal against the said decision at the
next Quarter Sessions of the Peace for the said
county [*or* borough].

AND FURTHER TAKE NOTICE that the grounds of such appeal are as follows—

[*Set out grounds of appeal*]

Dated this day of 19 .

(Signed) (Appellant)

Notice of Intention to Appear as Respondent

To the Clerk of the Peace etc.

To (*name of appellant*).

I (We) A. B. of *etc.* hereby give you notice that I (we) intend to appear as Respondent(s) in the appeal of relating to the property numbered and described in the Valuation List in force for the Rating Area as follows—

[*Insert particulars as in Valuation List*]

Dated this day of 19 .

(Signed)

The Notice may be signed by the respondents, their agents or solicitors, and if signed by agents or solicitors their address should be given.

Skeleton Case on Appeal

To the Court of Quarter Sessions for the etc.

BETWEEN

A. B. *Appellant*

and

The Rating Authority for the Rating Area.
Respondents.

CASE FOR THE APPELLANT

1. In a [draft] Valuation List [in force] for the Rating Area made by the Respondents and deposited on the day of 19 the

appellant was assessed as the owner [and occupier] of the hereditaments numbered and described as in the Schedule hereto in the sums respectively shown in columns and of the said Schedule as the gross value and rateable value of the said hereditaments.

2. The appellant being a person aggrieved by the incorrectness and unfairness of the gross value and rateable value of the said hereditaments duly lodged an objection with the Assessment Committee for the Assessment Area dated the day of 19 the grounds of the said objection being etc.

3. The appellant on the day of 19 duly appeared in support of his objection before the said Assessment Committee who on the day of 19 confirmed the assessment of the said hereditaments as appearing in the said [draft] Valuation List.

4. The appellant being aggrieved by the said decision of the Assessment Committee has given notice of his intention to appeal to the Court of Quarter Sessions for the County [Borough] of and has duly served copies of such notice upon the persons and in manner required by law.

5. The respondents on the day of 19 duly served on the appellant notice of their intention to appear as respondents to this appeal.

6. The appellant contends and will endeavour to prove to the satisfaction of the Court that the gross value of the said hereditaments as stated in the [draft] Valuation List is in excess of the true

value of the said hereditaments having regard (*inter alia*) to—

[Here set out circumstances influencing the occupation of the premises, or the letting value of similar premises, etc.]

Dated this day of 19 .

(Signed) X. Y. & Co.

Solicitors for and on behalf
of the Appellant.

(Address)

THE SCHEDULE

[Copy of Entry in Valuation List]

STATUTORY DECLARATIONS AND MISCELLANEOUS DOCUMENTS

Statutory Declaration as to Lost Document

I, A. B. of in the County of ,
do solemnly and sincerely declare as follows—

1. I have perused a copy of a deed of Conveyance dated the day of 19 made between C. D. of the first part E. F. of the second part and myself this deponent of the third part of certain hereditaments situate at called or known as [*describe parcels*] by which conveyance the said hereditaments were conveyed by the said C. D. and E. F. to me this deponent.

2. I have searched for but have been unable to find the said deed of conveyance and to the best of my knowledge and belief the same has been mislaid and is now lost.

3. To the best of my knowledge information and

belief the said deed of conveyance was last in my possession on or about the day of 19 .

4. Since the said day of 19 I have been in uninterrupted possession and receipt of the rents and profits of the said hereditaments and premises and have never received notice of any adverse claim by or on behalf of any person whatsoever claiming to be entitled to the said hereditaments or the rents income and profits thereof.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

| | |
|-----------------------------------|---|
| Declared by the above- | } |
| named deponent A. B. | |
| at in the County | |
| of this day | |
| of 19 . | |

Before me

[A Commissioner for Oaths]

Statutory Declaration Explaining Error in Deed

I, E. F. of in the County of ,
Clerk to Solicitors of solemnly and
sincerely declare as follows—

1. An agreement for the purchase of the above property was made on the day of 19 between A. B. the Vendor of the one part and C. D. the purchaser of the other part and duly signed by the purchaser the said C. D.

2. In the Conveyance of the said property dated

the day of 19 and made in pursuance of the said agreement between G. H. of the first part the said A. B. of the second part and the said C. D. of the third part the name of the said C. D. was by mistake therein written as E. D.

3. The said C. D. party to the said agreement of the day of 19 and the said E. D. party to the said conveyance of the day of 19 are one and the same person.

4. I depose to the above facts from my own knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1935.

Declared at etc.

**Memorial to Commissioners of Inland Revenue to Stamp
Deed without Penalty after Time Expired**

To the Commissioners of Inland Revenue.

The Memorial of A. B. of etc. Solicitor.

Showeth that—

1. The Deed of Conveyance hereto annexed dated the day of 19 and made between C. D. of the one part and E. F. of the other part was executed by the parties thereto in the presence of your Memorialist.

[2. Immediately after the execution of the said deed and the completion of the purchase your Memorialist in accordance with his invariable practice handed the deed to a clerk with instructions to procure the same to be stamped and it was not until the day of 19 that your Memorialist discovered that the clerk had placed

the same in his desk and had inadvertently omitted from forgetfulness to have the same stamped.]

3. Your Memorialist had no intention whatever of evading the stamp duty payable on the said deed, but fully intended, and, as stated in paragraph 2 hereof, had given instructions for the same to be properly stamped, and but for [the accidental forgetfulness of his clerk the same would have been done] and he had not and in making the present application has not any fraudulent or improper motive whatever.

Your Memorialist therefore humbly prays that your Honourable Board will be pleased to permit the said deed to be forthwith duly stamped without penalty. And your Memorialist will ever pray, etc.

Statutory Notice to Creditors after Grant of Probate¹
(), deceased.

Pursuant to the Trustee Act, 1925

NOTICE IS HEREBY GIVEN that all creditors and other persons having any claim or demand upon or against the estate of (*testator*) late of
in the County of deceased who died on the
 day of 19 and whose will was on
the day of 19 duly proved in the
 District Registry at of the Pro-
bate Division of His Majesty's High Court of
Justice by of the executor therein
named are hereby required to send particulars in
writing of their respective claims or demands show-
ing all payments (if any) on account thereof to

¹ See note on p. 198.

Dated this day of 19 .
 (Signed) of .
 Solicitor to the said Executor.

(Intestate), deceased.

NOTICE IS HEREBY GIVEN that all creditors and other persons having any claim or demand upon or against the estate of (*intestate*) late of _____ in the County of _____ deceased who died on the _____ day of _____ 19____ *intestate* and letters of administration to whose estate and effects were on the _____ day of _____ 19____ duly granted out of the _____ District Registry at _____ of the Probate Division of His Majesty's High Court of Justice to _____ of _____ are hereby required

¹ See Section 27 Trustee Act, 1925. The advertisement should be inserted in the "London Gazette" and, if the property includes land not situated in London, in a daily or weekly newspaper circulating in the district in which the land is situate. The notice must give not less than two months for sending in the claims. Notices for the "London Gazette" must be signed by the Solicitor.

to send particulars in writing of their respective claims or demands showing all payments (if any) on account thereof to (*me*) the undersigned on or before the day of next after which date the said administrator will proceed to distribute the assets of the said intestate among the persons entitled thereto having regard only to the claims and demands of which he shall then have had notice and the said administrator will not be liable for the assets or any part thereof so distributed to any person or persons of whose claim or demand he shall not then have had notice and all persons indebted to the said estate are required to pay their respective debts to the said administrator forthwith.

Dated this day of 19 .

(*Signed*) of .

Solicitor to the said Administrator.

Notice to Creditors of Deed of Arrangement

In the Matter of a Deed of Arrangement between X. Y. of (*address*), (*description*) and his creditors, dated the day of 19 , and registered under the Deeds of Arrangement Act, 1914, on the day of 19 .

TAKE NOTICE that a Deed of Arrangement by for or in respect of the affairs of X. Y. of has been duly executed and registered and a certificate of the assents of creditors thereto duly filed and that after the expiration of one month from (*insert date of posting*) you will not be entitled to present a Bankruptcy petition against X. Y. founded on the execution of the Deed or on any other act committed by him in the course of or

for the purpose of proceedings preliminary to the execution of the Deed as an act of Bankruptcy unless the Deed becomes void.

Dated this day of 19 .

A. B.

Trustee under the said
Deed of Arrangement.

To C. D. (a creditor of the said debtor).

**Notice to Creditors of Meeting to Consider a Proposed
Deed of Arrangement**

Re X. Y.

NOTICE IS HEREBY GIVEN that a meeting of the creditors of the above-named X. Y. will be held at
on the day of 19 at
o'clock in the noon for the purpose of hearing a statement of his affairs and if so agreed by a majority in number and value of the creditors present at the said meeting of passing a resolution that the said X. Y. shall execute a Deed of Arrangement for the benefit of his creditors generally and of considering the terms to be incorporated in such Deed (*add any special proposals applicable to the particular case*). A form of proxy and a summary of the statement of affairs are sent herewith.

(Signed) A. B.

(Address)

Solicitor to the above-named X. Y.

To (*Creditor*).

Notice to Creditors to Send in Claims

In the Matter of a Deed of Arrangement between X. Y. of (*address*), (*description*) and his creditors, dated the day of 19 , and

registered under the Deeds of Arrangement Act, 1914, on the day of 19 .

As trustee of the above-mentioned Deed of Arrangement I HEREBY GIVE YOU NOTICE to forward to me on or before the day of 19 next full particulars in writing of any claim which you may have against the estate of the above-named X. Y. after which date I shall proceed to distribute the assets without regard to any such claim.

Dated this day of 19 .

A. B.

Trustee under the said
Deed of Arrangement.

To (*Creditor*).

**Notice to Creditor that Deed of Arrangement has become
Void**

In the Matter of a Deed of Arrangement between X. Y. of (*address*), (*description*) and his creditors dated the day of 19 , and registered under the Deeds of Arrangement Act, 1914, on the day of 19 .

As trustee of the above-mentioned Deed of Arrangement I HEREBY GIVE YOU NOTICE that by reason that the requisite majority of creditors have not assented thereto (*as the case may be, setting out the reason for the deed becoming void*) the said Deed of Arrangement has become void.

A. B.

Trustee under the said
Deed of Arrangement.

To (*Creditor*).

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